CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
MAY 20, 2025

City Hall
303 East B Street, Ontario, CA 91764

MAYOR PAUL S. LEON • MAYOR PRO TEM ALAN D. WAPNER
COUNCIL MEMBERS JIM W. BOWMAN, DEBRA PORADA AND DAISY MACIAS

CITY CLERK SHEILA MAUTZ • TREASURER JAMES R. MILHISER
CITY MANAGER SCOTT OCHOA • CITY ATTORNEY RUBEN DURAN

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

All documents for public review are on file with the Records Management/City Clerk's Department located at 303 East B Street, Ontario, CA 91764.

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time. To comment by email, submit your comments no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comments to publiccomments@ontarioca.gov. All comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.

In accordance with State Law, remarks during public comment are to be limited to subjects within Council's jurisdiction. Remarks on other agenda items will be limited to those items.

Remarks from those seated or standing in the back of the chamber will not permitted. All those wishing to speak including Council and Staff need to be recognized by the Chair before speaking.

ACCOMMODATIONS

If you need special assistance or accommodations to participate in this meeting, please contact the City Clerk's office at 909-395-2009. Notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office.

ORDER OF BUSINESS

The regular City Council and Housing Authority meeting begins with Closed Session and Closed Session Comment at 6:00 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

Wapner, Bowman, Porada, Macias, Mayor/Chairman Leon

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Council/Housing Authority meeting is limited to matters appearing on the Closed Session. Additional opportunities for further Public Comment will be given during and at the end of the meeting.

CLOSED SESSION

GC 54656.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
Robles, et al. v. City of Ontario et al., Case No. CIVDS2007038

GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
Ruben Valencia v. City of Ontario, Case No. CIVSB2302751

ATTACHMENT: 20250520 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Porada

INVOCATION

Senior Pastor Gresford Thomas, Ontario Seventh-day Adventist Church

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS 6:30 P.M.

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests.

To comment by email, submit your comments by email no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comment to publiccomments@ontarioca.gov. All Comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and entered into the record. As previously noted -- if you wish to address the Council, fill out one of the blue slips at the rear of the chambers and give it to the City Clerk.

AGENDA REVIEW/ANNOUNCEMENTS

The City Manager will go over all updated materials and correspondence received after the Agenda was distributed to ensure Council Members have received them. He will also make any necessary recommendations regarding Agenda modifications or announcements regarding Agenda items to be considered.

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda item contractors, subcontractors and agents may require member abstentions due to conflict of interests and financial interests. Council Member abstentions shall be stated under this item for recordation on the appropriate item.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below – there will be no separate discussion on these items prior to the time Council votes on them, unless a member of the Council requests a specific item be removed from the Consent Calendar for a separate vote.

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council, Housing Authority and Public Financing

Authority of April 15, 2025, and approving same as on file in the Records Management Department.

ATTACHMENT: 20250415 Meeting Minutes (Not Official Until Approved)

2. BILLS & PAYROLL

Bills April 25, 2025 through May 1, 2025, and Payroll April 6, 2025 through April 19, 2025.

3. A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE ATP CYCLE 5 VINE AVENUE AND B STREET BIKE BOULEVARD PROJECT TO INCLUDE SEWER MAIN CONSTRUCTION

That the City Council authorize the City Manager, or his designee, to approve Change Order No. 1 to the Construction Contract with Onyx Paving Company, Inc., of Anaheim, California, for the Active Transportation Program (ATP) Cycle 5 Vine Avenue and B Street Bike Boulevard Project to include the construction of a sewer main on Laurel Avenue. The original contract amount was $6,963,000, with a ten percent (10%) contingency of $696,300, for a total not-to-exceed amount of $7,659,300. Change Order No. 1 would add $372,212, plus a ten percent (10%) contingency of $37,212, increasing the contract amount to, $7,335,120, and raises the new total not to exceed contract authorization amount to $8,068,632.

ATTACHMENT: Exhibit A - ATP 5 CCO1 Project Location Map.pdf
ATTACHMENT: OnyxPaving_ChangeOrder.pdf

4. A CONSTRUCTION CONTRACT WITH METROCELL CONSTRUCTION, INC. FOR THE MOUNTAIN AVENUE STREET IMPROVEMENTS PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Metrocell Construction, Inc., of Ontario, California, for the Mountain Avenue Street Improvements Project in the amount of $155,516 plus a 10% contingency of $15,552 for a total not-to-exceed contract amount of $171,068; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: Exhibit A-Location Map.pdf
ATTACHMENT: Metrocell Contract.pdf

5. AGREEMENT WITH THE STATE OF CALIFORNIA FOR STATE HIGHWAY ROUTE 10

That the City Council authorize the City Manager, or his designee, to execute a Freeway Agreement with the State of California for the State Highway Route 10 and authorize the City Manager, or his designee, to execute any future amendments and related documents.

ATTACHMENT: Exhibit_A.pdf
ATTACHMENT: FA Text_Ontario_2_7_2025.pdf

6. AUTHORIZE THE PURCHASE OF FLEET VEHICLES

That the City Council takes the following actions:

A. Award Bid No. 1885 and authorize the purchase and delivery of eight (8) Ford F-150 pick-up trucks in the amount of $341,118 plus a 15% contingency of $51,168 to mitigate any unforeseen issues with supply chain surcharges and manufacturer's price increases, for a total not-to-exceed amount of $392,286 from PFVT Motors, LLC, of Peoria, Arizona; and
B. Award Bid No. 1886 and authorize the purchase and delivery of fifteen (15) Ford Escape Sport Utility Vehicles (SUV) in the amount of $420,361 plus a 15% contingency of $63,054 to mitigate any unforeseen issues with supply chain surcharges and manufacture's price increases, for a total not-to-exceed amount of $483,415 from Envision Ford, of Duarte, California.

7. THE 2025 CITY OF ONTARIO LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

That the City Council adopt a Resolution approving the "2025 Local Guidelines for Implementing the California Environmental Quality Act (CEQA) for the City of Ontario", pursuant to the facts and reasons contained in the staff report and attached Resolution.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AND ADOPTING THE 2025 LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000 ET SEQ.)

ATTACHMENT: 20250520 2025 CEQA Guidelines^02 Attach A (Summary of Changes).pdf
ATTACHMENT: 2025 CEQA Guidelines Attach B 03^RESO^RM
ATTACHMENT: 20250520 2025 CEQA Guidelines^04 Reso Exhibit A (Guidelines Document).pdf

8. AN ORDINANCE AMENDING CHAPTER 25 OF TITLE 5 OF THE ONTARIO MUNICIPAL CODE RELATED TO SHOPPING CARTS

That the City Council adopt an Ordinance amending multiple sections of Chapter 25 of Title 5 of the Ontario Municipal Code revising existing shopping cart regulations and providing for more effective management of shopping carts within the City.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING MULTIPLE SECTIONS OF CHAPTER 25 OF TITLE 5, OF THE ONTARIO MUNICIPAL CODE TO REVISE EXISTING SHOPPING CART REGULATIONS AND PROVIDE FOR MORE EFFECTIVE MANAGEMENT AND CONTROL PRACTICES FOR SHOPPING CARTS WITHIN THE CITY.

ATTACHMENT: 20250520 Shopping Cart Ordinance 01^ORD^RM
ATTACHMENT: 20250520 Shopping Cart Ordinance^02 Exhibit.docx

9. RECOGNITION OF HISTORIC PRESERVATION MONTH IN THE CITY OF ONTARIO

That the City Council proclaim the month of May 2025 as Historic Preservation Month in the City of Ontario.

ATTACHMENT: 20250520 Historic Preservation Month 02 Proclamation.pdf

10. A GOODS AND SERVICES AGREEMENT WITH MARK CHRISTOPHER CHEVROLET, INC. FOR GMC AND CHEVROLET OEM PARTS AND REPAIRS

That the City Council authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Mark Christopher Chevrolet Inc., of Ontario, California, for the purchase of General Motors Truck Company (GMC) and Chevrolet Original Equipment Manufacturer (OEM) parts and repair services for a total contract amount not-to-exceed $500,000 for up to five (5) years.

ATTACHMENT: Mark Christopher Chevrolet, Inc. - Goods and Services Agreement.pdf

11. PROFESSIONAL SERVICES AGREEMENTS WITH ALBERT A. WEBB ASSOCIATES AND PLACEWORKS INC. FOR ON-CALL WATER SUPPLY ASSESSMENT SERVICES

That the City Council authorize the City Manager, or designee, to execute Professional Services Agreements with Albert A. Webb Associates, of Riverside, California, and PlaceWorks Inc., of Santa Ana, California for technical services pertaining to Water Supply Assessments in the amount of $250,000 per consultant for a total not-to-exceed contract amount of $500,000 within the term of three (3) years from June 16, 2025 through June 16, 2028, with the option to extend the agreements for up to two (2) additional one (1) year terms consistent with City Council approved budgets.

ATTACHMENT: 20250520 PSA with Albert A Webb^01 AGMT.pdf
ATTACHMENT: 20250520 PSA with PlaceWorks^02 AGMT.pdf

12. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH HMC ARCHITECTS FOR ON-CALL ARCHITECTURAL SERVICES FOR THE MUNICIPAL SERVICES CENTER RELOCATION PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 7 to the Design Services Agreement with HMC Architects, of Ontario, California, to provide on-call architectural, space planning, and engineering services for the Municipal Services Center Relocation project in the amount of $10,653,815 increasing the total not-to-exceed contract amount from $9,281,325 to $19,935,140, and extend the contract term to October 27, 2029; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: HMC- Amendment No. 7.pdf

13. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR BROADBAND-CONNECTED SECURITY SYSTEMS AT 603 N. EUCLID AVENUE

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 12 to the Maintenance Services Agreement with Bay Alarm Company, of Concord, California, to increase the not-to-exceed compensation by $19,750 plus a 10% contingency of $1,975, for a revised contract total of $1,552,272 to add broadband-connected fire and burglar alarm system installation and monitoring services at 603 N. Euclid Avenue.

ATTACHMENT: AMENDMENT_12_BAY_ALARM_COMPANY.pdf

14. APPROVE CONTRACTS AND AMENDMENTS IN CONNECTION WITH THE CONSTRUCTION OF THE ONTARIO SPORTS EMPIRE

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute 22 Construction Contracts to provide various construction services for Bid No. 1896 - D&C23-022 – Ontario Sports Empire in the amount of $146,097,319 plus a combined contingency of $14,609,731 for a total not-to-exceed contract amount of $160,707,050, and
   01 – Earthwork, Asphalt Paving – All American Asphalt: $5,124,118
   02 – Concrete: Structural – Gonsalves and Santucci, Inc. dba Conco: $2,760,000
   04 – Concrete: South Site Concrete – Bogh Construction, LLC: $11,980,000
   05 – Concrete: East Site Concrete – Bogh Construction, LLC: $4,211,000
   06 - Masonry – Winegardner Masonry, Inc.: $13,805,000
   07 – Structural Steel – Anderson Charnesky Structural Steel, Inc.: $10,869,000
   08 – Finish Carpentry – K&Z Cabinet Co., Inc.: $242,420
   09 - Painting – Magnum Drywall, Inc.: $1,258,800
   10- Roofing, Waterproofing & Sheet Metal – Danny Letner, Inc. dba Letner Roofing Company: $2,443,400
   11 – Doors, Frames & Hardware – Star Hardware, Inc.: $979,500
   12 - Glazing – Best Contracting Services, Inc.: $400,632
   13 – Metal Stud Framing, Insulation, Drywall & Plaster – Superior Wall Systems, Inc.: $2,028,817
   14 – Rough Carpentry – Tomahawk Builders, Inc.: $2,411,000
   15 - Signage – Fusion Sign: $9,319,498
   16 – Food Service – Kitcor Corporation: $2,561,130
   17 – General Package A – Bogh Construction, LLC: $20,411,000
   19 – Fire Suppression – Pro-Craft Construction: $278,000
   20 - Plumbing – Fischer, Inc.: $2,406,704
   21 - HVAC – Westland Mechanical: $1,682,000
   23 – Site Utilities – ACCO Engineered System, Inc.: $16,977,300
   24 – Chain-link & Ornamental Fencing – Econo Fence, Inc.: $12,750,000
   25 – Landscape & Irrigation – American Landscape, Inc.: $21,198,000, and
B. That the City Council reject bid from Pacific Structures SC, Inc. as non-responsive on Bid No. 1896 Ontario Sports Empire – Section 02 Concrete Structural and award the bid to the next lowest responsible bidder, and

C. That the City Council reject the bid protest from JPI Development Group, Inc. against ACCO Engineering System as without merit, and
D. Authorize the City Manager, or his designee, to execute two (2) Construction Contracts to provide various construction services for Bid No. 1900 - D&C23-022 – Ontario Sports Empire in the amount of $76,183,627 plus a combined contingency of $7,618,363 for a total not-to-exceed contract amount of $83,801,990, and 03 – Concrete: North Site Concrete – Griffith Company: $26,262,627 and 18 – General Package B – KYA Services: $49,921,000
E. That the City Council reject the bid protest from Bogh Construction, LLC against KYA as it is without merit, and
F. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with FieldTurf, Inc., of Encinitas, California, for the purchase and installation of the Ontario Sports Empire turf in the amount of $38,918,399 plus a 10% contingency of $3,891,840 for total not-to-exceed contract amount of $42,810,239, consistent with the terms and conditions of the CMAS Contract Number 4-06-78-0031A, and
G. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Kompan, Inc., of Austin, Texas, for the purchase and installation of playground equipment for the Ontario Sports Empire in the amount of $8,881,770 plus a 10% contingency in the amount of $888,177 for a total not-to-exceed contract amount of $9,769,947, consistent with the terms and conditions of the OMNIA Contract Number 201701135, and
H. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Key Code Media, Inc., of Burbank, California, for the purchase and installation of the media wall and screens for the Ontario Sports Empire in the amount of $9,231,833 and a contingency amount of $923,000 for a total not-to-exceed contract amount of $10,154,833, consistent with the terms and conditions of the OMNIA Contract Agreement Number 2019.001407, and
I. Authorize the City Manager, or his designee, to execute Amendment No. 3 to the Design Services Agreement with RJM Design Group, of San Juan Capistrano, California, for on-call landscape architectural services for the Ontario Sports Empire in the amount of $1,787,129, increasing the total not-to-exceed contract amount from $1,240,575 to $3,027,704, and
J. Authorize the, City Manager or his designee, to execute Amendment No. 6 to the Professional Services Agreement with Tilden-Coil Constructors, Inc., of Riverside, California, to provide construction management multi-prime services for all facets of the Ontario Sports Empire project in the amount of $25,300,044, increasing the total not-to-exceed contract amount from $45,968,259 to $71,268,303, and
K. Authorize an Amendment to the Agreement with Kizh Nation Resources Management to monitor all groundwork to ensure the Native American Cultural Resources are properly mitigated per the approved Environmental Impact Report in the amount of $814,914, increasing the total not-to-exceed contract amount from $186,046 to $1,000,960, and
L. Authorize the extension of working hours to be Monday through Saturday from 6:00 am to 11:00 pm and on Sunday from 8:00 am to 6:00 pm for the duration of the construction of the Ontario Sports Empire; and
M. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements,

assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: 16 Kitcor Corp Food Services Contract Sports Empire.pdf
ATTACHMENT: 17 Bogh Construction General Package A Contract Sports Empire.pdf
ATTACHMENT: 21 Westland Mechanical HVAC Contract Sports Empire.pdf
ATTACHMENT: 23 ACCO Site Utilities Contract Sports Empire.pdf
ATTACHMENT: 20 Fischer, Inc Plumbing Contract Sports Empire.pdf
ATTACHMENT: Kompan Cooperative Agreement.pdf
ATTACHMENT: Keycode Model Goods and Services Agreement.pdf
ATTACHMENT: 18 KYA Contract Sports Empire.pdf
ATTACHMENT: Fieldturf Model Goods and Services Agreement.pdf
ATTACHMENT: 14 Tomahawk Builders Rough Carpentry Contract Sports Empire.pdf
ATTACHMENT: TildenCoil Amendment No 6pdf
ATTACHMENT: Fieldturf Model Goods and Services Agreement.pdf
ATTACHMENT: Kompan Model Goods and Services Agreement.pdf
ATTACHMENT: 8 KZ Cabinet Co Inc Finish Carpentry Contract Sports Empire.pdf
ATTACHMENT: 4 Bogh Construction.pdf
ATTACHMENT: 25 American Landscape.pdf
ATTACHMENT: 11 Star Hardware.pdf
ATTACHMENT: Key Code Media.pdf
ATTACHMENT: 7 Anderson Charnesky.pdf
ATTACHMENT: 3 Griffith Company.pdf
ATTACHMENT: 1 All American Asphalt.pdf
ATTACHMENT: 15 Fusion Sign.pdf
ATTACHMENT: 19 ProCraft Construction.pdf
ATTACHMENT: 12 Best Contract.pdf
ATTACHMENT: 2 Conco Concrete.pdf
ATTACHMENT: 24 Econo Fence Inc.pdf
ATTACHMENT: Kizh Nation.pdf
ATTACHMENT: RJM Design Group Amend 3.pdf
ATTACHMENT: 13 Superior Wall.pdf
ATTACHMENT: 9 Magnum Drywall.pdf
ATTACHMENT: 10 Letner Roofing.pdf
ATTACHMENT: 5 Bogh Construction.pdf
ATTACHMENT: 6 Winegardner Masonry Inc.pdf
ATTACHMENT: Fieldturf.pdf

15. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SWA GROUP, INC. FOR ENGINEERING SERVICES AND A GOODS AND SERVICES AGREEMENT WITH DAVE BANG ASSOCIATES, INC. FOR THE PLAYGROUND DESIGN AND FABRICATION FOR THE GRAND PARK PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 2 to the

Professional Services Agreement with SWA Group, Inc., of Laguna Beach, California, for additional engineering services for the preparation of the design and construction documents for the Grand Park project in the amount of $300,846, increasing the not-to-exceed amount from $6,114,355 to $6,415,201;

B. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Dave Bang Associates, Inc., of Orange, California, for the playground design and fabrication for the Grand Park project in the amount of $1,500,000 plus a 10% contingency of $150,000 for a total not-to-exceed contract amount of $1,650,000 consistent with the terms and conditions of cooperative 1GPA contract no. 23-07P-03; and

C. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: SWA_Group__Inc.-_Amendment_No._2^01.pdf
ATTACHMENT: Dave_Bang_Model_Goods_and_Services_Agreement^02.pdf
ATTACHMENT: Dave_Bang_Associates__Inc.-_Coop_Agreement^03.pdf

16. AUTHORIZE THE PURCHASE AND INSTALLATION OF STADIUM SEATING FOR THE PROFESSIONAL BASEBALL STADIUM WITH IRWIN SEATING

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement for D&C23-011 Professional Baseball Stadium with Irwin Seating, of Grand Rapids, Michigan, for the purchase and installation of stadium seats in the amount of $757,858 plus a contingency of $76,000 for a total contract amount not-to-exceed $833,858 consistent with the terms and conditions of the OMNIA Contract Number R240106 (on file with the Records Management Department); and

B. Authorize the City Manager or his designee to execute all documents required for the completion of the project that may include, but are not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

ATTACHMENT: Irwin Seating- Goods and Services Agreement.pdf

17. 2025 RESIDENT SATISFACTION SURVEY RESULTS

That the City Council receive and file the 2025 Resident Satisfaction Survey results and direct staff to incorporate the findings into strategic planning and performance-based initiatives.

ATTACHMENT: Resident Survey 2025.pdf

18. STADIUM OPERATING AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ASM GLOBAL STADIUM MANAGEMENT, LLC

That the City Council authorize the City Manager or his designee, to execute a 10-year Operating and Management Agreement with ASM Global Stadium, LLC, ("Manager"), in substantially the form attached, for the Ontario Baseball Stadium ("Stadium").

ATTACHMENT: Ontario_Stadium_Operating__Management_Agreement_ASM_Global_Mgmt_LLC_05_15_2025__Rev___002__-_FINAL (1).pdf

19. AN AMENDMENT TO EXTEND THE CITY CONTRACT TOWING SERVICES AGREEMENTS

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a two-year extension of the City Contract Towing Services Agreements with Certified Towing, Inc., Dietz Towing, Inc., Foglesong Towing & Storage, Inc., and Pepe's Towing Service, extending the term through November 17, 2027.
B. Authorize the City Manager, or his designee, to execute any necessary future amendments consistent with City Council approved budgets and administrative requirements.

ATTACHMENT: JAMES_FOGLESONG_TOWING_AND_STORAGE_INC._AMENDMENT_NO_1.pdf
ATTACHMENT: DIETZ_TOWING__INC._AMENDMENT_NO._1.pdf
ATTACHMENT: CERTIFIED_TOWING__INC._AMENDMENT_NO._1.pdf
ATTACHMENT: PEPE_S_TOWING_INC._AMENDMENT_NO._1.pdf

PUBLIC HEARINGS

Pursuant to Government Code Section 65009, if you challenge the City's zoning, planning or any other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to the public hearing. Affidavits of posting compliance, for all items below, are on file with the Records Management Department.

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20. A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO DESIGNATE PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE

That the City Council conduct a Public Hearing and adopt a Resolution to designate portions of D Street, Lynn Haven Court, Nocta Street, and Sultana Avenue as a residential permit parking zone for the benefit of adjacent residences.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE DESIGNATION OF PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE.

ATTACHMENT: EXHIBIT_A_Lynn_Haven.pdf
ATTACHMENT: Permit Parking Zone Lynn Haven 02^RESO^RM

21. A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL); ADOPTION OF A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

That the City Council consider and:

A. Adopt a Resolution of Formation of Community Facilities District No. 75 (Springhill), proposing that the community facilities district be authorized to levy a special tax and proposing that an appropriations limit of the community facilities district be established;
B. Adopt a Resolution deeming it necessary for the district to incur bonded indebtedness within Community Facilities District No. 75 (Springhill);
C. Adopt a Resolution calling a special election for City of Ontario Community Facilities District No. 75 (Springhill);
D. Adopt a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduce and waive further reading of an Ordinance levying special taxes within City of Ontario Community Facilities District No. 75 (Springhill);
F. Adopt a Resolution authorizing the execution and delivery of an acquisition and funding agreement with Lennar Homes of California, LLC; and
G. Adopt a Resolution making a declaration of official intent to reimburse facilities expenditures with bond proceeds and related actions.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL), PROPOSING THAT THE COMMUNITY FACILITIES DISTRICT BE AUTHORIZED TO LEVY A SPECIAL TAX AND PROPOSING THAT AN APPROPRIATIONS LIMIT OF THE COMMUNITY FACILITIES DISTRICT BE ESTABLISHED.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL) TO INCUR BONDED INDEBTEDNESS.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING A DECLARATION OF OFFICIAL INTENT TO REIMBURSE FACILITIES EXPENDITURES WITH BOND PROCEEDS AND RELATED ACTIONS.

ATTACHMENT: CFD 75 Springhill Reso Formation 01^RESO^RM
ATTACHMENT: CFD 75 (Springhill)^01A^RMA EXH B.pdf
ATTACHMENT: CFD 75 Springhill Reso Deeming Necessity 02^RESO^RM
ATTACHMENT: CFD 75 Springhill Reso Calling Election 03^RESO^RM
ATTACHMENT: CFD 75 Springhill Reso Dclr Results 04^RESO^RM
ATTACHMENT: CFD 75 Springhill Ordinance Lvy Tax 05^ORD^RM
ATTACHMENT: CFD 75 Springhill Reso Authorizing Acquisition Agreement 06^RESO^RM.doc
ATTACHMENT: CFD 75 (Springhill) Ntc Spcl Tx Ln^07.docx
ATTACHMENT: CFD 75 (Springhill) Concurrence-Election Official^08.docx
ATTACHMENT: CFD 75 Springhill Resolution Reimbursement 09^RESO^RM

22. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA23-006) BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS, LLC, JAB MILL CREEK, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC.

That the City Council introduce and waive further reading of an Ordinance Approving a Development Agreement (File No. PDA23-006) between the City of Ontario, Legacy Land Partners, LLC, JAB Mill Creek, LLC, and Richland Ontario Developers, LLC.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA23-006, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND LEGACY LAND PARTNERS, LLC, JAB MILL CREEK, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP 20685 (FILE NO. PMTT23-004), LOCATED AT THE NORTHWEST CORNER OF ONTARIO RANCH ROAD AND MILL CREEK AVENUE WITHIN PLANNING AREAS 3C, 5A AND 5C (LIGHT INDUSTRIAL DISTRICT AND OPEN SPACE – NON RECREATION) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 218-016-22 AND 218-211-42.

ATTACHMENT: File No. PDA23-006_Richland Ontario Developers LLC^01 EXH A&B.pdf
ATTACHMENT: File No. PDA23-006 Richland Ontario Developers LLC 02^ORD^RM
ATTACHMENT: File No. PDA23-006_Richland Ontario Developers LLC^03^DEV^AGR.docx
ATTACHMENT: 20250520 File No PDA23-006 Richland Ontario Developers LLC^PC Back-up.pdf

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

23. A RESOLUTION DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE GREATER ONTARIO TOURISM MARKETING DISTRICT

That the City Council hold a final hearing and adopt a Resolution declaring the results of the majority protest proceeding to renew the Greater Ontario Tourism Marketing District Management District (GOTMD).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE GREATER ONTARIO TOURISM MARKETING DISTRICT (GOTMD).

ATTACHMENT: ROF GOTMD 01^RESO^RM
ATTACHMENT: Renewal_MDP_GOTMD_DATE_For_adoption_at_ROF.pdf

24. APPROVAL OF A SIDE LETTER AMENDING THE MEMORANDUM OF UNDERSTANDING FOR THE ONTARIO PROFESSIONAL FIREFIGHTER ASSOCIATION IN ACCORDANCE WITH MODIFICATIONS REQUIRED BY CALPERS

That the City Council, by motion, adopt a Resolution to approve a side letter amending the City of Ontario ("City") and Ontario Professional Firefighter Association ("OFFA") Memorandum of Understanding from July 1, 2023 to June 30, 2027 in accordance with modifications required by the California Public Employees Retirement System (CalPERS) to ensure that pension benefits are properly calculated.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A SIDE LETTER AMENDING THE MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ONTARIO PROFESSIONAL FIREFIGHTERS ASSOCIATION.

ATTACHMENT: Amending MOU for OFFA 01^RESO^RM

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Mayor Leon
Mayor pro Tem Wapner
Council Member Bowman
Council Member Porada
Council Member Macias

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
May 20, 2025

ROLL CALL: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

STAFF: City Manager / Executive Director __, City Attorney __

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54656.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
  Robles, et al. v. City of Ontario et al., Case No. CIVDS2007038

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
  Ruben Valencia v. City of Ontario, Case No. CIVSB2302751

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____

City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY/
ONTARIO PUBLIC FINANCE AUTHORITY
MINUTES
APRIL 15, 2025
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, April 15, 2025 at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 6:01 p.m.

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Council/Authority Members:	Jim W. Bowman, Debra Porada, and Daisy Macias
ABSENT:	Mayor pro Tem/Vice Chair:	Alan D. Wapner

Also present were City Manager / Executive Director Scott Ochoa, City Attorney/Legal Counsel Ruben Duran, and City Clerk / Secretary Sheila Mautz.

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

There were no conflicts of interest announced.

CLOSED SESSION

Mayor Leon inquired whether persons were present who wished to speak to the Closed Session items. Hearing no one, City Attorney Duran announced the matters for discussion as listed on the agenda and recessed to Closed Session at 6:02 p.m. for discussion of the following:

GC 54956.9 (e)(5), CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION:
Significant exposure to litigation; a copy of the documented threat is available in the o□ce of the City Clerk.

OPEN MEETING CALLED TO ORDER

Mayor Leon reconvened the meetings at 6:38 p.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Bowman.

INVOCATION

Invocation was led by Pastor Richard Hernandez, The Church of God.

REPORT ON CLOSED SESSION

City Attorney Duran announced there was no reportable action.

SPECIAL CEREMONIES

SOUTHERN CALIFORNIA EDISON SCHOLARSHIP AWARD PRESENTATION TO LEONARDO CASTRO

Ontario Resident, Leonardo Castro was presented with a scholarship check from Southern California Edison.

ONTARIO POLICE DEPARTMENT PRESENTATION

The Ontario Police Officers Association presented the City Council with a token of appreciation from a recent charity event.

PUBLIC COMMENT

Assistant City Clerk Isbell announced that there were three written comments:
Brad Neumann, regarding personnel matters.
Joshua Wicker, regarding an adult daycare.
Greg Buzzard, regarding an adult daycare.

Mayor Leon called upon the first speaker:
Joshua Wicker, pastor at The Ontario Church of the Nazarene, would like to operate an adult daycare.
Greg Buzzard, spoke in support of an adult daycare.
Elizabeth Encarnacion, spoke on the first amendment.
Vernonica Chavez, Director of Finance for the City of Palm Desert. Thanked IT staff..
Brad Neumann, spoke on a personal grievance.
Tina Silva, acknowledged Native American tribes.
Chris Robles, spoke on the City budget.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa announced updated exhibits to the Resolution being considered under Agenda Item No. 9. The update reflected any payments received from property

owners up to 9:00am on Tuesday, April 15, 2025. The updated materials reflected a revised and reduced amount for assessments now totaling $37,710.71 related to 76 parcels, which meant that $12,151.65 for 16 parcels were collected, postponed, or settled since the public agenda was prepared.

CONSENT CALENDAR

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada and carried by a unanimous vote of 4-0, with Mayor pro Tem Wapner absent, and Item No. 20 pulled for a separate vote.

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of March 18, 2025, and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved bills March 7, 2025 through March 27, 2025, in the amount of $49,605,291.17, and Payroll February 23, 2025 through March 8, 2025 in the amount of $5,763,591.09.

3. ONTARIO BUSINESS ASSISTANCE LOAN PROGRAM GUIDELINES AND APPLICATION

The City Council approved the adoption of the Ontario Business Assistance Loan Program Guidelines; and authorized the City Manager, or his designee, to make any necessary adjustments and execute all necessary documents to implement the loan program.

RESOLUTION NO. 2025-025 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A BUSINESS ASSISTANCE LOAN PROGRAM.

4. AMENDMENT TO THE DOWNTOWN ONTARIO RESTAURANT AND BREWERY EQUIPMENT REBATE PROGRAM

The City Council approved the amendment to the Downtown Ontario Restaurant and Brewery Equipment Program; and authorized the City Manager and/or his designee to execute any documents related to this program.

5. AUTHORIZE THE PURCHASE OF CHARGEPOINT ELECTRIC VEHICLE CHARGERS FOR THE CITY HALL PARKING STRUCTURE WITH BODEV, INC.

The City Council took the following actions:

A. Authorized a cooperative purchase agreement for D&C22-012 City Hall Parking Structure with BodEV, Inc., of La Habra, California, for the purchase of ChargePoint electric vehicle (EV) chargers for the City Hall Parking Structure in the amount of $559,482 plus a contingency amount of $56,000 for a for a total contract amount not-to-exceed $615,482 consistent with the terms and conditions of the Sourcewell Contract Number 032124-ELV; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

6. APPROVAL OF VARIOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE SPECIAL TAX CONSULTING AND ADMINISTRATIVE SERVICES, COMMUNITY FACILITIES DISTRICT FORMATION AND BOND COUNSEL SERVICES, APPRAISAL AND HOUSING MARKET ECONOMIST SERVICES

The City Council approved and authorized the City Manager or designee to execute the various Professional Services Agreements for special tax consulting, community facilities district formations and costs associated with bond issuances. Proposed agreements are with Goodwin Consulting Group of Sacramento, California; Willdan Financial Services of Temecula, California; Orrick, Herrington & Sutcli□e, LLP of Los Angeles, California; Empire Economics, Inc. of Capistrano Beach, California; and Kitty Siino and Associates of Tustin, California.

7. AN AMENDMENT TO THE CONSTRUCTION CONTRACT WITH G.M. SAGER CONSTRUCTION INC. FOR ON-CALL AND EMERGENCY UTILITY TRENCH PAVING SERVICES

The City Council approved and authorized the City Manager, or designee, to execute Amendment No. 2 to the On-Call Services Contract with G.M. Sager Construction Inc., of Pomona, California, for On-Call and Emergency Utility Trench Paving services for a revised total not-to-exceed aggregate amount of $2,035,170 and a term from September 6, 2022 through June 30, 2026.

8. APPROVAL OF A SOLE SOURCE PURCHASE TO PROVIDE A CUSTOM DESIGNED DRONE SHOW FOR TWO ANNUAL EVENTS

The City Council approved Grizzly Entertainment, LLC of Palm Springs, CA as the sole source vendor to provide a custom designed drone show for the annual Independence Day and Holiday Tree Lighting celebrations.

9. A RESOLUTION FOR PLACEMENT OF SPECIAL ASSESSMENTS ON THE SAN BERNARDINO COUNTY TAX ROLLS

The City Council adopted a Resolution for recovery of fees and costs incurred in abating property and dangerous building violations, as well as administrative

citations and civil penalties associated with property maintenance violations and placing assessments on the San Bernardino County Tax Rolls.

RESOLUTION NO. 2025-026 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A REPORT REQUESTING THE PLACEMENT OF SPECIAL ASSESSMENTS ON PROPERTY TAX BILLS FOR CIVIL PENALTIES OR RECOVERY OF COSTS INCURRED FOR ABATEMENT OF VIOLATIONS OF CITY CODES AND ORDINANCES.

10. A GOODS AND EQUIPMENT PURCHASE AGREEMENT WITH DE NORA WATER TECHNOLOGIES, LLC FOR THE PURCHASE OF WATER DISINFECTION EQUIPMENT AND AN AMENDMENT TO THE GOODS AND EQUIPMENT PURCHASE AGREEMENT WITH D&H WATER SYSTEMS FOR THE PURCHASE OF REPLACEMENT PARTS FOR GROUNDWATER WELL MAINTENANCE

The City Council took the following actions:

A. Authorized the City Manager, or designee, to execute a Goods and Equipment Purchase Agreement with De Nora Water Technologies, LLC (De Nora) of Sugar Land, Texas, for the purchase of water disinfection equipment and replacement parts for a total not-to-exceed amount of $1,416,076.
B. Authorized the City Manager, or designee, to execute Amendment No. 1 to the Goods and Equipment Purchase Agreement with D&H Water Systems of Oceanside, California, to amend the Agreement by $274,849 for a revised total not-to-exceed amount of $310,005.

11. ADOPT A RESOLUTION AUTHORIZING SIGNATURE AUTHORITY FOR PROJECT AGREEMENTS AND DOCUMENTS FOR THE EUCLID RECYCLED WATER PROJECT AND WELL 50 TREATMENT FACILITY WITH THE UNITED STATES ARMY CORPS OF ENGINEERS

The City Council adopted a Resolution authorizing the City Manager, or his designee, to negotiate and execute all related project documents, including applications, agreements, project certifications and project-related documents with the United States Army Corps of Engineers (USACE), to design and construct the Euclid Avenue Recycled Water Project and the Well 50 Ion Exchange Treatment Facility.

RESOLUTION NO. 2025-027 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN PROJECT PARTNERSHIP AGREEMENTS FOR THE EUCLID RECYCLED WATER PROJECT AND WELL 50 TREATMENT FACILITY WITH THE UNITED STATES ARMY CORPS OF ENGINEERS.

12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 73 (WILDFLOWER ACRES)

The City Council considered and adopted an Ordinance authorizing the levy of special taxes within City of Ontario Community Facilities District No. 73 (Wildflower Acres). First reading and introduction took place at a regular meeting of the City Council on April 1, 2025.

ORDINANCE NO. 3301 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 73 (WILDFLOWER ACRES).

13. AUTHORIZE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH PHILBIN CONSTRUCTION COMPANY FOR THE DEBRIS REMOVAL AND FINE GRADING FOR ONTARIO'S GRAND PARK PHASE 1 PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Change Order No. 2 to the Construction Contract with Philbin Construction Company, of Laguna Niguel, California for the debris removal and fine grading of Ontario's Grand Park Phase 1 in the amount of $11,990,790 for a total contract amount of $17,420,243 plus a contingency of $2,409,507 to address any unforeseen issues that may arise during the demolition for a total not-to-exceed contract amount of $19,829,750; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, lot line adjustments, reduction of retention accounts, contracts and contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

14. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH SOUTHERN TIRE MART, LLC. FOR TIRE REPAIR, RETREADING, AND OTHER TIRE RELATED ITEMS

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to the Goods and Services Agreement with Southern Tire Mart, LLC., of Columbia, Mississippi, for tire repair, retreading, and other tire related items in the amount of $1,040,000, bringing the new total not-to-exceed contract amount to $1,190,000. Additionally, authorized the option to extend the Agreement for up to three (3) additional one-year terms.

15. A CONSTRUCTION CONTRACT WITH LEONIDA BUILDERS FOR THE DOWNTOWN BOLLARDS INSTALLATION PROJECT

The City Council authorized the City Manager or his designee to execute a Construction Contract with Leonida Builders, of Santa Clarita, California, for the Downtown Bollards Installation Project for a contract amount of $294,500 plus a 10% contingency of $29,450 for a total contract amount not-to-exceed $323,950.

16. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH FREDERICK FISHER PARTNERS, ARCHITECTS FOR THE NORTH WING GALLERY, WELCOME DESK, AND ELECTRICAL INFRASTRUCTURE UPGRADE FOR THE ONTARIO MUSEUM OF HISTORY AND ART

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 1 to the Design Services Agreement with Frederick Fisher Partners, Architects, of Los Angeles, California, to provide on-call design services for the North Wing Gallery, welcome desk, and electrical infrastructure upgrade for the Ontario Museum of History and Art (OMHA) in the amount of $186,709 for a total not-to-exceed contract amount of $436,709; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

17. A CONSTRUCTION CONTRACT WITH KRESSA, LLC. FOR THE HOMER BRIGGS PARK CONCESSION RENOVATION PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute a Construction Contract with Kressa, LLC, of West Covina, California, for the Homer Briggs Park Concession Renovation Project in the amount of $174,150 plus a 10% contingency of $17,415 to address any unforeseen issues that may arise during the construction for a total not-to-exceed contract amount of $191,565; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

18. A GOODS AND EQUIPMENT PURCHASE AGREEMENT WITH MCLAUGHLIN WASTE EQUIPMENT, INC. FOR COMMERCIAL BIN PARTS

The City Council authorized the City Manager, or his designee, to execute a Goods and Equipment Purchase Agreement with McLaughlin Waste Equipment, Inc., of Canyon Country, California, for the purchase of commercial bin parts for a total contract amount not-to-exceed $1,000,000 for up to five (5) years.

19. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS REFERENCE PROCESSING SERVICES FOR POLICE PARKING CITATIONS, FIRE AND COMMUNITY IMPROVEMENT ADMINISTRATIVE CITATIONS, AND FALSE ALARM PROGRAM

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to the Professional Services Agreement for citation services with Phoenix Group Information Systems, based in Santa Ana, California. This amendment will extend the optional two additional one-year terms and increase the authorized contract amount by $250,000, resulting in a total not-to-exceed contract amount of $1,000,000.

21. AUTHORIZATION TO ESTABLISH AND IMPLEMENT A REDEMPTION PROGRAM FOR UNUSED NEW MODEL COLONY DEVELOPMENT IMPACT FEE (DIF) CERTIFICATES IN ACCORDANCE WITH UNDERLYING AGREEMENTS AND APPLICABLE LAW

The City Council, by minute action, authorized the City Manager or his designee(s) to establish and implement an administrative program under which unused and/or unredeemed DIF certificates for public infrastructure built to support the development in the Ontario Ranch area may be redeemed by bona fide certificate holders in amounts supported by verified documentary evidence and applicable requirements of law and contract.

ITEM PULLED FOR SEPARATE VOTE:

20. A DEVELOPMENT AGREEMENT (FILE NO. PDA23-005) BETWEEN THE CITY OF ONTARIO AND DIVERSIFIED PACIFIC DEVELOPMENT GROUP, LLC IN CONJUNCTION WITH THE EMPIRE GROVES SPECIFIC PLAN (FILE NO. PSP23-001)

The City Council considered and adopted:

A. An Ordinance for a Development Agreement (File No. PDA23-005) between the City of Ontario and Diversified Pacific Development Group, LLC to establish terms and conditions for the associated Development Plan (File No. PDEV23-039);

B. An Ordinance for the Empire Grove Specific Plan (File No. PSP23-001) to establish the Land Use District, development standards, guidelines, and infrastructure improvements.

Introduction and first reading took place at a regular meeting of the City Council on April 1, 2025.

ORDINANCE NO. 3302 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA23-005, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND DIVERSIFIED PACIFIC DEVELOPMENT GROUP, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH A DEVELOPMENT PLAN (FILE NO. PDEV23-039), FOR A 10.43 ACRE PROPERTY LOCATED ON THE SOUTHEAST CORNER OF GUASTI ROAD AND HOLT BOULEVARD WITHIN THE PROPOSED PA1 (HOSPITALITY MIXED-USE) DISTRICT OF THE EMPIRE GROVES SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 110-322-33.

ORDINANCE NO. 3303 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSP23-001, A SPECIFIC PLAN (EMPIRE GROVES) TO ESTABLISH THE LAND USE DISTRICT, DEVELOPMENT STANDARDS, GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE DEVELOPMENT OF UP TO 600,000 SQUARE FEET OF HOSPITALITY AND COMMERCIAL LAND USES ON 10.43-ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF GUASTI ROAD AND HOLT BOULEVARD AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 110-322-33.

Council Member Macias recused herself from Item No. 20 out of an abundance of caution.

Public Comment:

Mayor Leon called upon the speaker:
Chris Robles spoke in opposition.

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada and carried by a unanimous vote 3-0, with Council Member Macias recused and Mayor pro Tem Wapner absent, to adopt Ordinance Nos. 3302 and 3303.

PUBLIC HEARINGS

22. A PUBLIC HEARING TO CONSIDER A PLANNED UNIT DEVELOPMENT (FILE NO. PUD24-002) FOR A DEVELOPMENT PLAN TO CONSTRUCT 144-UNIT MULTIPLE-FAMILY RESIDENTIAL APARTMENT COMPLEX

The City Council introduced and waived further reading of an Ordinance Approving a Planned Unit Development, File No. PUD24-002, establishing development

standards and guidelines to facilitate the development of a 144-unit residential apartment project.

ORDINANCE NO. 3304 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD24-002, A PLANNED UNIT DEVELOPMENT TO CREATE DEVELOPMENT STANDARDS AND DESIGN GUIDELINES FOR A DEVELOPMENT PLAN TO CONSTRUCT 144-UNIT MULTIPLE-FAMILY RESIDENTIAL APARTMENT COMPLEX ON APPROXIMATELY 5.73 ACRES OF LAND LOCATED NEAR THE NORTHEAST CORNER OF EAST HOLT BOULEVARD AND ALLYN AVENUE WITHIN THE MU-6 (EAST HOLT MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 1048-481-06, 1048-481-07, 1048-481-08, 1048-481-28, 1048-481-29

Council Member Macias recused herself from Item No. 22 out of an abundance of caution.

Notice of public hearing was duly given. Affidavits of compliance are on file. There was one written communication from Loree Mason.

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada and carried by a unanimous vote 3-0, with Council Member Macias recused and Mayor pro Tem Wapner absent, to introduce Ordinance No. 3304.

23. RESOLUTIONS AUTHORIZING THE ISSUANCE OF LEASE REVENUE BONDS, SERIES 2025A AND RELATED MATTERS

The City Council and the Ontario Public Financing Authority took the following actions:

A. City Council considered and adopted a Resolution authorizing the execution and delivery of a Ground Lease, Lease Agreement, Indenture, Bond Purchase Agreement and Continuing Disclosure Certificate in connection with the issuance and sale of the Lease Revenue Bonds, Series 2025A, by the Ontario Public Financing Authority in an aggregate principal amount not to exceed $250 million and authorizing the distribution of an O□cial Statement in connection with the o□ering and sale of the Bonds and authorizing the execution and delivery of necessary documents in connection therewith.
B. Ontario Public Financing Authority considered and adopted a Resolution authorizing the execution and delivery of a Ground Lease, Lease Agreement, Indenture, Bond Purchase Agreement and Assignment Agreement in connection with the issuance of its Lease Revenue Bonds, Series 2025A, in an aggregate principal amount of not to exceed $250 million and authorizing the distribution of an O□cial Statement in connection with the o□ering and

sale of the Bonds and authorizing the execution and delivery of necessary documents in connection therewith.

RESOLUTION NO. 2025-028 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE, LEASE AGREEMENT, INDENTURE, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE CERTIFICATE IN CONNECTION WITH THE ISSUANCE OF ONTARIO PUBLIC FINANCING AUTHORITY 2025A LEASE REVENUE BONDS, APPROVING THE ISSUANCE OF SUCH BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $250,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS.

RESOLUTION NO. OPFA-012 A RESOLUTION OF THE ONTARIO PUBLIC FINANCING AUTHORITY, OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A GROUND LEASE, LEASE AGREEMENT, INDENTURE, BOND PURCHASE AGREEMENT AND ASSIGNMENT AGREEMENT IN CONNECTION WITH THE ISSUANCE OF ONTARIO PUBLIC FINANCING AUTHORITY 2025A LEASE REVENUE BONDS, AUTHORIZING THE ISSUANCE OF SUCH BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $250,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS.

Notice of public hearing was duly given. Affidavits of compliance are on file. There were no written communications.

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada and carried by a unanimous vote 4-0, with Mayor pro Tem Wapner absent, to adopt Resolution Nos. 2025-028 and OPFA-012.

24. APPROVAL OF RESOLUTIONS FOR SALE OF PROPERTY AT 100 BLOCK OF NORTH EUCLID AVENUE FROM ONTARIO HOUSING AUTHORITY TO CITY OF ONTARIO

The Ontario Housing Authority and the City Council took the following actions:

A. Adopted a Resolution declaring certain Ontario Housing Authority-owned real

property at 100 Block of North Euclid Avenue (APN's 1048-553-01,1048-553-05 Through 1048-553-15) to be exempt surplus land; approve the transfer of real property at 100 Block North Euclid Avenue (APN's 1048-553-01,1048-553-05 Through 1048-553-15) from the Ontario Housing Authority to the City of Ontario; and declare the conveyance of the property exempt from environmental review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15312.

B. Adopted a Resolution approving and accepting the transfer of real property at 100 Block North Euclid Avenue (APN's 1048-553-01,1048-553-05 Through 1048-553-15) from the Ontario Housing Authority to the City of Ontario.

RESOLUTION NO. OHA-120 A RESOLUTION OF THE GOVERNING BOARD OF THE ONTARIO HOUSING AUTHORITY, OF THE CITY OF ONTARIO, CALIFORNIA, PURSUANT TO GOVERNMENT CODE SECTION 54221 DECLARING THAT CERTAIN REAL PROPERTY (100 BLOCK NORTH EUCLID AVENUE) IS EXEMPT SURPLUS LAND AND APPROVING THE CONVEYANCE OF 100 BLOCK NORTH EUCLID AVENUE (APNS: 1048 553-01, 1048-553-05 THROUGH 1048-553-15) FROM THE ONTARIO HOUSING AUTHORITY TO THE CITY OF ONTARIO AND FINDING SUCH ACTION / DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15312 OF THE CEQA GUIDELINES.

RESOLUTION NO. 2025-029 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE CONVEYANCE OF 100 BLOCK NORTH EUCLID AVENUE (APNS: 1048-553-01, 1048-553-05 THROUGH 1048 553-15) FROM THE ONTARIO HOUSING AUTHORITY TO THE CITY OF ONTARIO AND APPROPRIATING FUNDS THEREFORE.

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Porada, seconded by Council Member Macias and carried by a unanimous vote 4-0, with Mayor pro Tem Wapner absent, to adopt Resolution Nos. OHA-120 and 2025-029.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

25. RENEWAL OF THE GREATER ONTARIO TOURISM MARKETING DISTRICT

The City Council took testimony and accepted public comment that will result in a public hearing on May 20, 2025, on the renewal of the Greater Ontario Tourism Marketing District (GOTMD) and the levy of assessments on lodging businesses, including short-term rentals, located within the boundaries of the GOTMD.

MOTION: Moved by Council Member Porada, seconded by Council Member Macias and carried by a unanimous vote 4-0, with Mayor pro Tem Wapner absent, to take testimony

and accept public comment for the Greater Ontario Tourism Marketing District.

STAFF MATTERS

City Manager Ochoa made no announcements.

COUNCIL MATTERS

BOARD AND COMMISSION APPOINTMENTS

The Mayor appointed the following individuals to the Public Art Program Advisory Commission:
Michael Rann
Chau Nguyen

MOTION: Moved by Council Member Porada, seconded by Council Member Macias and carried by a unanimous vote 4-0, with Mayor pro Tem Wapner absent, to appoint Michael Rann and Chau Nguyen.

Council Member Macias made no comments.

Council Member Bowman made no comments.

Council Member Porada spoke on local water rates.

Mayor Leon spoke on local water rate issues.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 7:46p.m., and announced the next regular meeting was scheduled for May 6, 2025.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tricia Maruki Department: Utilities Prepared By: Omar Gonzalez Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE ATP CYCLE 5 VINE AVENUE AND B STREET BIKE BOULEVARD PROJECT TO INCLUDE SEWER MAIN CONSTRUCTION**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to approve Change Order No. 1 to the Construction Contract with Onyx Paving Company, Inc., of Anaheim, California, for the Active Transportation Program (ATP) Cycle 5 Vine Avenue and B Street Bike Boulevard Project to include the construction of a sewer main on Laurel Avenue. The original contract amount was $6,963,000, with a ten percent (10%) contingency of $696,300, for a total not-to-exceed amount of $7,659,300. Change Order No. 1 would add $372,212, plus a ten percent (10%) contingency of $37,212, increasing the contract amount to, $7,335,120, and raises the new total not to exceed contract authorization amount to $8,068,632.

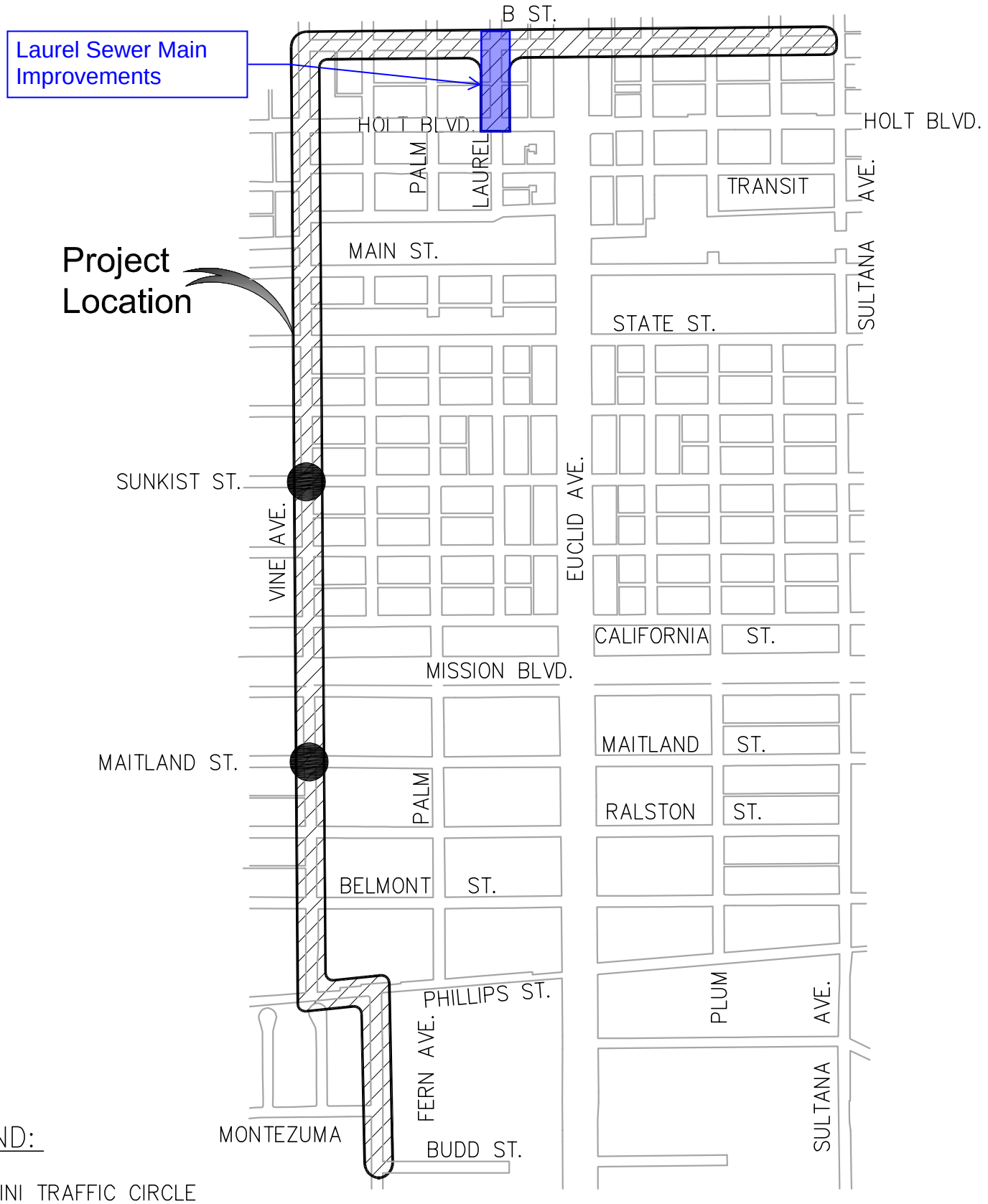
THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The proposed Change Order No. 1 to the Construction Contract with Onyx Paving Company, Inc. is in the amount of $372,120, increasing the contract amount from $7,659,300 to $8,068,632, which includes an increase to the project contingency by $37,212 for a new total not-to-exceed contract amount of $8,068,632. The Fiscal Year 2024-25 Adopted Budget includes appropriations from the Sewer Capital Fund for the construction of UT1067 Laurel Avenue Sewer Main Improvements.

BACKGROUND & ANALYSIS: On December 3, 2024, the City Council authorized a Construction Contract with Onyx Paving Company, Inc. for construction of the ATP Cycle 5 Vine Avenue and B Street Bike Boulevard Project, which entails the installation of a storm drain on Laurel Avenue from Holt Boulevard to B Street. However, the existing sewer line at the crossing location (see Exhibit A

for details) needs to be moved before the storm drain can be constructed. Change Order No. 1 to the Construction Contract with Onyx Paving Company, Inc. includes modifications to the existing sewer and installation of a new sewer to mitigate any impacts to the construction of the new storm drain. To minimize disruption to the public during construction, maintain the project schedule, and prevent conflicts between multiple contractors, Staff recommends approving Change Order No. 1 to the Construction Contract with Onyx Paving Company, Inc. to include the sewer main construction and associated pavement repairs on Laurel Avenue from Holt Boulevard to B Street.

EXHIBIT A
PROJECT LOCATION MAP
ATP CYCLE 5 - VINE AVENUE AND B STREET BIKE BOULEVARD PROJECT



CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
CHANGE ORDER

Project: ATP Cycle 5 – Vine Avenue and B Street Bike Boulevard Project City Project No. ST2302

Change Order Number: **1**

Contract Date: 12/03/2024

Change Order Date: _____

To: Onyx Paving Company, Inc.
2890 East La Cresta Avenue
Anaheim, CA 92806
Attn: Tina Pham, Project Manager, (714) 632-6699

THIS CHANGE ORDER FORM SHALL BE USED FOR ALL CHANGE ORDERS ASSOCIATED WITH THE WORK. NO ADDITIONS OR DELETIONS TO THIS FORM SHALL BE ALLOWED, EXCEPT WITH PERMISSION OF THE CITY OF ONTARIO.

The Contract is changed as follows:

Additional scope of work is added to remove existing sewer main, install new sewer main, cold mill existing AC pavement, and construct new ARHM on Laurel Avenue between Holt Boulevard and B Street, and other appurtenances necessary to complete the improvements as shown in the attached exhibits.

EXTRA WORK AT AGREED UPON UNIT PRICE

DESCRIPTION	UOM	UNIT COST	TOTAL UNITS	AMOUNT
MOBILIZATION AND MISCELLANEOUS	LS	$8,250.00	1	$8,250,00
POTHOLING	LS	$7,150.00	1	$7,150.00

(BB&K 2020)
46700.00100\33457526.1

SHORING	LS	$9,031.00	1	$9,031.00
CONSTRUCT 8” VCP SEWER MAIN	LF	$231.00	59	$13,629.00
CONSTRUCT 10” VCP SEWER MAIN	LF	$308.00	501	$154,308.00
CONSTRUCT 12” VCP SEWER MAIN	LF	$671.00	22	$14,762.00
CONSTRUCT 48” SEWER MANHOLE	EA	$17,600.00	5	$88,000.00
REMOVE EXISTING SEWER MAIN	LF	$16.50	59	$973.50
PRE CCTV OF SEWER MAIN	LF	$3.30	80	$264.00
POST CCTV OF SEWER MAIN	LF	$3.30	582	$1,920.60
SEWER SYSTEM BYPASS	LS	$10,560.00	1	$10,560.00
JOIN EX. AND INSTALL CLEAN OUT	EA	$20,130.00	1	$20,130.00
ABANDON EXISTING 8” SEWER	LS	$4,950.00	1	$4,950.00
SURVEY	LS	$6,825.00	1	$6,825.00
TRAFFIC CONTROL	LS	$2,800.00	1	$2,800.00
COLD MILL AC PAVEMENT	SY	$6.00	950	$5,700.00
CONSTRUCT 0.17’ ARHM OVERLAY	TONS	$222.00	103	$22,866.00

Contractor agrees to furnish all labor, materials, equipment and services to perform the Work, modified as described herein, in accordance with the Contract Documents as revised by this Change Order.

NOT VALID UNTIL SIGNED BY OWNER

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was	$ 6,963,000.00
Net change by previously authorized Change Orders	$ 0
The Contract Price prior to this Change Order was	$ 6,963,000.00
The Contract Price will be changed by this Change Order in the amount of	$ 372,119.10
The new Contract Price including this Change Order will be	$ 7,335,119.10

In consideration of the change(s) described above, the Contract Time is adjusted as follows:

The Contract Time will be: **increased** ☒ decreased ☐ unchanged ☐ by	22 Days
The Contract Time prior to this Change Order was	180 Days
The new Contract Time including this Change Order will be	202 Days

Attachments:

- Change Order Request #1.3
- Sewer Plan Exhibit
- Street Paving Exhibit

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. The adjustments to the Contract Price and Contract Time in this Change Order constitutes the entire compensation and/or adjustment thereto due to Contractor, including direct, indirect, consequential, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the Work covered by this Change Order. By signing this Change Order, Contractor agrees to accept the amount of the adjustment to the Contract Price, and the adjustment of the Contract Time, as payment in full for all costs, including direct, indirect, consequential, and overhead (field and home office) costs, related to the change in the Work covered by this Change Order.

Accepted:

Tina Pham, Project Manager _____ Date

Approved:

Khoi Do, P.E., City Engineer _____ Date

Approved:

Scott Ochoa, City Manager _____ Date

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tricia Maruki Department: Prepared By: Andrew Garland Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea Ampig, Bonnie Tam Approved By: 	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **A CONSTRUCTION CONTRACT WITH METROCELL CONSTRUCTION, INC. FOR THE MOUNTAIN AVENUE STREET IMPROVEMENTS PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Metrocell Construction, Inc., of Ontario, California, for the Mountain Avenue Street Improvements Project in the amount of $155,516 plus a 10% contingency of $15,552 for a total not-to-exceed contract amount of $171,068; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The proposed Construction Contract with Metrocell Construction, Inc. is in the amount of $155,516 plus a 10% contingency of $15,552 for a total not-to-exceed contract authorization amount of $171,068. The Fiscal Year 2024-25 Current Budget includes appropriations for the construction of the Mountain Avenue Street Improvements Project.

BACKGROUND & ANALYSIS: The Mountain Avenue Street Improvements Project is located along Mountain Avenue, from Philadelphia Street to 750 feet north of Philadelphia Street. The general scope of work to be performed for this project consists of the installation of guard rail, new signing

and striping, and various other furnishings necessary to complete the improvements as described in the Plans and Specifications. These improvements are expected to prevent vehicles from veering off the roadway and colliding with obstacles along the curb. A project location map is provided for reference as Exhibit A.

In April 2025, the City solicited bids for Bid No. 1898 Mountain Avenue Street Improvements and received three (3) bids. The bids are summarized below:

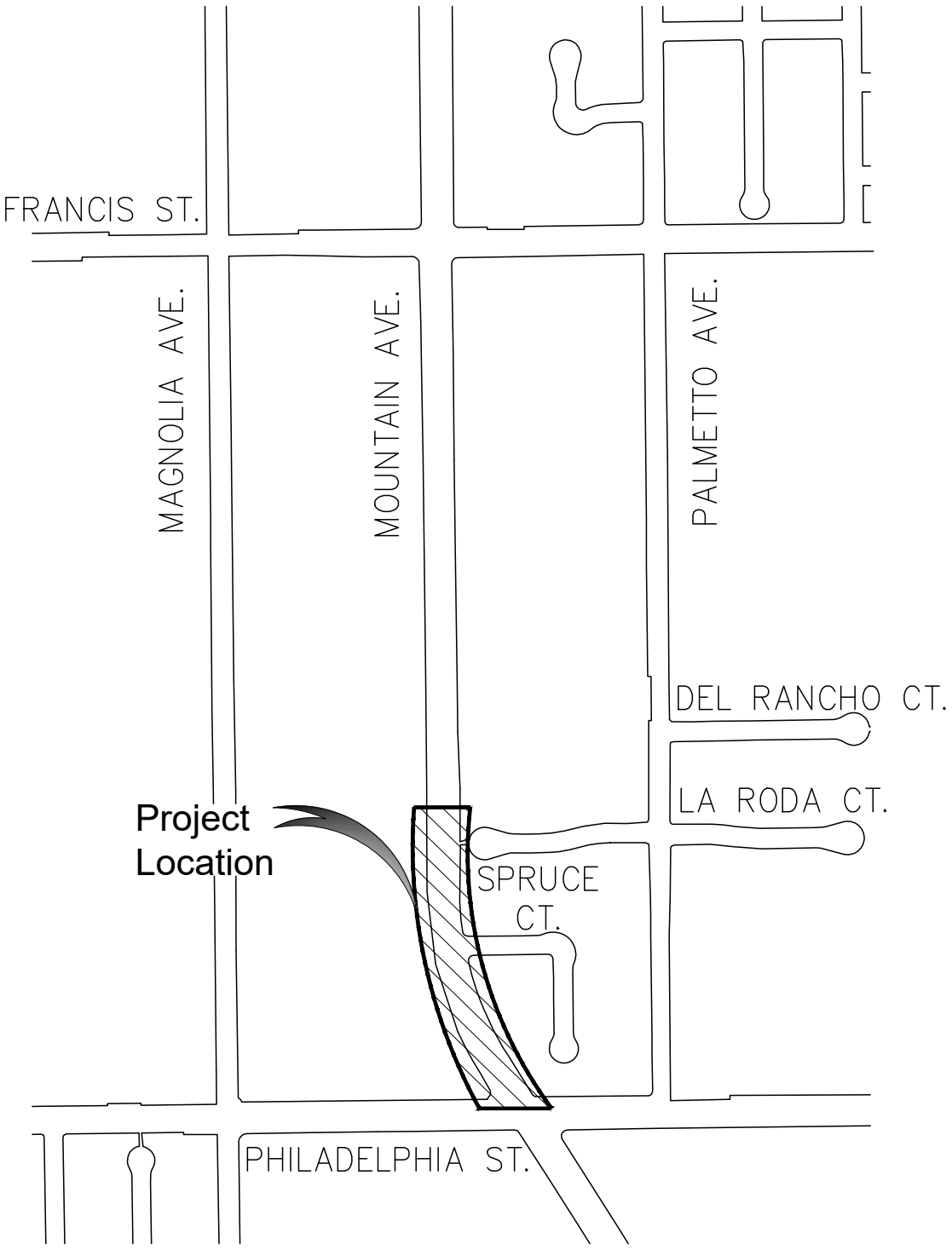
COMPANY	LOCATION	AMOUNT
Metrocell Construction, Inc.	Ontario, California	$155,516
Global Builders Inc.	Laguna Hills, California	$169,888
Leonida Builders, Inc.	Acton, California	$324,000

Metrocell Construction, Inc., of Ontario California, is the apparent low bidder that met all the required specifications with a base cost of $155,516. Based on the credentials, Staff recommends awarding a Construction Contract to Metrocell Construction, Inc.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were reviewed and Staff determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act, whereas the Project consists of the repair, maintenance, or minor alteration of existing public structures, facilities, involving negligible and/or no expansion of use beyond that existing at the time of lead agency's determination.

EXHIBIT A

MOUNTAIN AVENUE
STREET IMPROVEMENTS PROJECT
MS2506



PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500
CONTRACT

THIS CONTRACT is entered as of _____, in the County of San Bernardino, State of California, by and between the City of Ontario, hereinafter called City, and **Metrocell Construction, Inc.**, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. **SCOPE OF WORK**. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

MOUNTAIN AVENUE STREET IMPROVEMENTS PROJECT

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. **TIME FOR COMPLETION**. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Forty (40) Working Days** from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. **CONTRACT PRICE**. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One hundred fifty-five thousand five hundred fifteen and 60/100 ($155,515.60)**, hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. **LIQUIDATED DAMAGES**. The Contractor acknowledges that the City will sustain actual damages for each and every day completion of the Project is delayed

beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$3,600** for each and every calendar day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the Liquidated Damages are not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

Should Contractor be inexcusably delayed in the performance of the Work, City may deduct Liquidated Damages based on its estimate of when Contractor will achieve Final Completion or other milestones. City need not wait until Final Completion to withhold Liquidated Damages from Contractor.

Liquidated Damages are not a penalty but an agreed upon estimate of the actual damages that would be sustained by the City for delay, including but not limited to loss of revenue, inconvenience to the City and the public, and increased Project administration expenses, such as extra inspection, construction management, staff time and architectural and engineering expenses. Liquidated Damages do not include actual damages the City incurs on account of claims by third parties against the City on account of any delay.

Should money due or to become due to the Contractor be insufficient to cover Liquidated Damages or other offsets due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to City.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following documents, each of which is incorporated into this Contract by reference

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation form
- Bid Bond
- List of Subcontractors form
- Contractor Information and Experience Form
- Non-Collusion Declaration form
- Public Works Contractor Registration Certification form
- Iran Contracting Act Certification form
- Fleet Compliance Certification form
- Contract
- Performance Bond
- Payment Bond
- Environmental documents and approvals (If Applicable)
- General Conditions
- Special Conditions

- Standard Specifications for Public Works Construction (Greenbook), 2021 Edition, except Sections 1-9
- Technical Specifications
- Addenda (If Applicable)
- Plans and Drawings
- Approved and fully executed Change Orders
- Applicable Local Agency Standards and Specifications, as last revised
- Federal Requirements (If Applicable)
- Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. **PROVISIONS REQUIRED BY LAW**. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including but not limited to, the provisions of the California Labor Code and Public Contract Code applicable to this Project.

ARTICLE 7. **INDEMNIFICATION**. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. **PREVAILING WAGES**. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at City Clerk's office or may be obtained online at http//www.dir.ca.gov/dlsr. and which must be posted at the job site.

ARTICLE 9. **BUILDER'S RISK/INSTALLATION FLOATERS.** Contractor shall be required to provide Builder's Risk/Installation Floaters insurance coverage ("Exhibit A").

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

METROCELL CONSTRUCTION, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

EXHIBIT "A"

BUILDER'S RISK/INSTALLATION FLOATERS

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an
amount to cover 100% of the replacement cost. The City accepts no responsibility for the Work until the Work is formally accepted by the City. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by City.
3. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy and sublimit.
4. In addition, the policy shall meet the following requirements:
i. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
ii. Coverage shall include all materials stored on site and in transit.
iii. Coverage shall include Contractor's tools and equipment.
iv. Insurance shall include boiler, machinery and material hoist coverage.
5. In its discretion, the City may accept Installation Floater Insurance in lieu of Builder's Risk Insurance.

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Jay Bautista Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: AGREEMENT WITH THE STATE OF CALIFORNIA FOR STATE HIGHWAY ROUTE 10

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a Freeway Agreement with the State of California for the State Highway Route 10 and authorize the City Manager, or his designee, to execute any future amendments and related documents.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: The City and State of California entered into Freeway Agreements for State Highway Route 10 on August 31, 1964, August 20, 1968, and March 10, 1969, to cover all segments of the freeway from the west and east City limits.

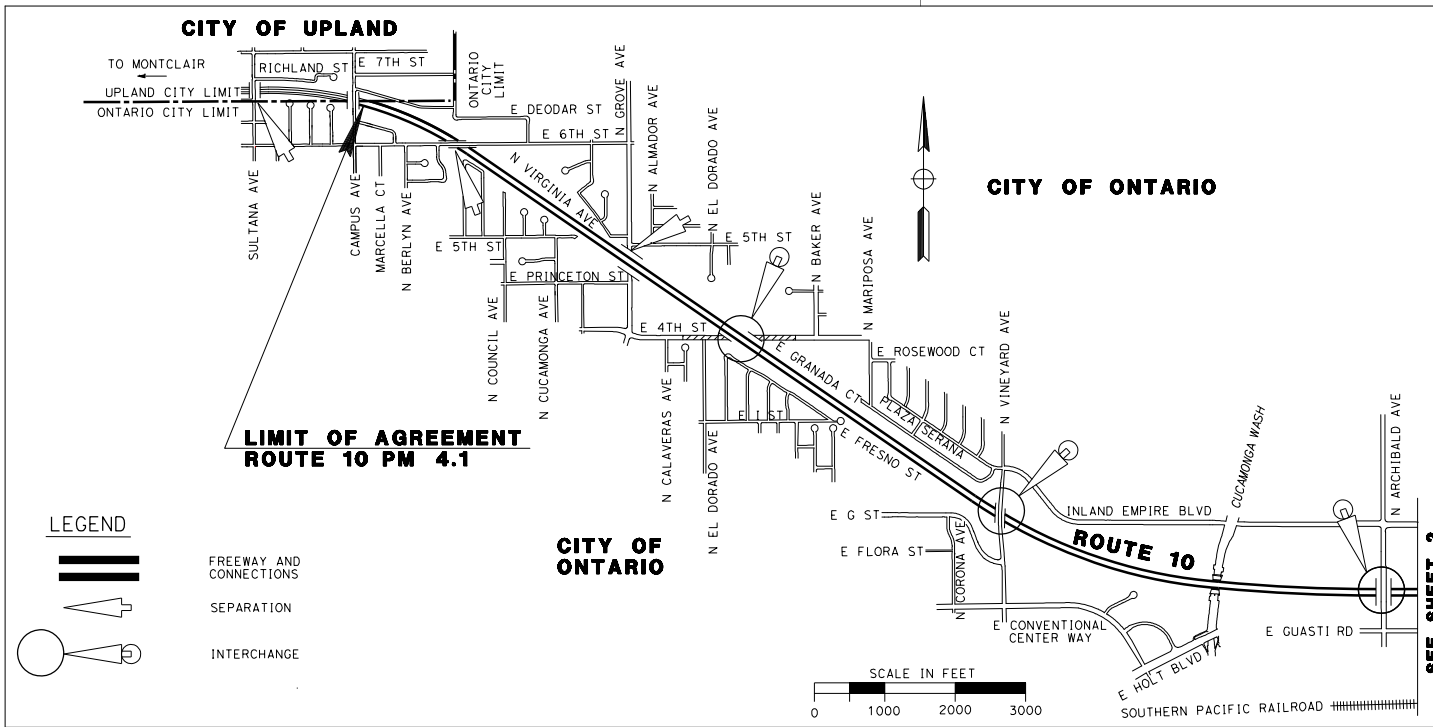
Changes to the City limits have occurred since the last agreement was approved that necessitates the creation of a new Freeway Agreement. In addition, the State of California is requiring updated Freeway Agreements along State Highway Route 10 in anticipation of upcoming freeway work by the San Bernardino County Transportation Authority. Exhibit A shows the limits of this Freeway Agreement, which includes the following items:

1. This Freeway Agreement supersedes the previous Freeway Agreements for State Highway Route 10.
2. The City will accept and maintain any City street that has been modified by any State Highway Route 10 project, contingent upon City plan check and inspection.
3. Funding and construction of any projects along the State Highway Route 10 will be dealt with in separate Cooperative Agreements.
4. Any right-of-way acquisition involving any State Highway Route 10 projects will be dealt with in separate Cooperative Agreements.
5. Any right-of-way acquisition or construction project along the State Highway Route 10 will be

carried as funds are budgeted and made lawfully available for such expenditures.

The Freeway Agreement is on file in the Office of the City Clerk and has been approved as to form by the City Attorney's Office.

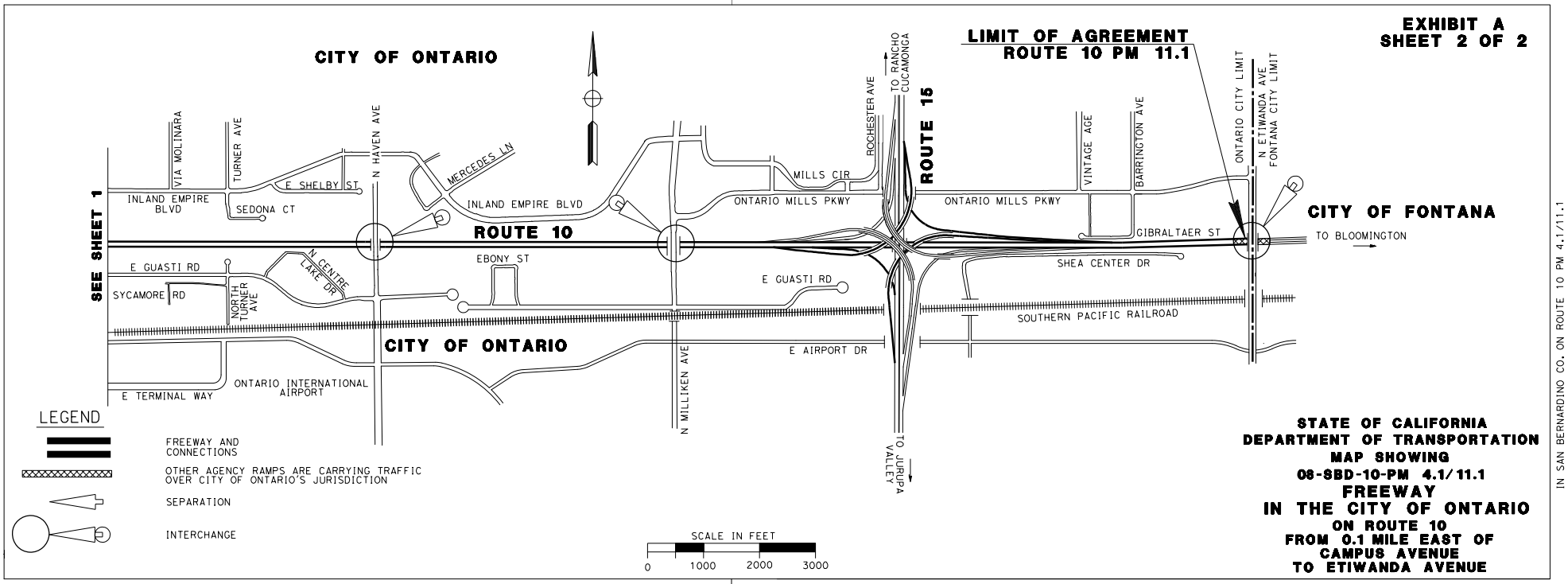
EXHIBIT A
SHEET 1 OF 2



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
MAP SHOWING
08-SBD-10-PM 4.1/11.1
FREEWAY
IN THE CITY OF ONTARIO
ON ROUTE 10
FROM 0.1 MILE EAST OF
CAMPUS AVENUE
TO ETIWANDA AVENUE

IN SAN BERNARDINO CO. ON ROUTE 10 PM 4.1/11.1

IN SAN BERNARDINO CO. ON ROUTE 10 PM 4.1/11.1



IN SAN BERNARDINO CO. ON ROUTE 10 PM 4.1/11.1

08-SBD-10-PM 4.1/11.1
In the City of Ontario
On Route 10
From 0.1 Mile East of Campus Avenue
To Etiwanda Avenue

FREEWAY AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 20____, by and between the STATE OF CALIFORNIA, acting by and through the Department of Transportation (herein referred to as "STATE") and the CITY OF ONTARIO (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolutions of the California Highway Commission on June 13, 1944 and September 13, 1948; and

WHEREAS, STATE, and COUNTY of San Bernardino have entered into a Freeway Agreement dated August 31, 1964, relating to that portion of State Highway Route 10 between Archibald Avenue and Colton West City Limit (Rancho Avenue); and

WHEREAS, CITY has subsequently annexed certain areas including portions of such freeway covered by the Freeway Agreement dated August 31, 1964, with the County of San Bernardino; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated August 20, 1968, relating to that portion of State Highway Route 10 from Benson Avenue to Archibald Avenue; and

WHEREAS, STATE and COUNTY of San Bernardino have entered into a Freeway Agreement dated March 10, 1969, relating to that portion of State Highway Route 10 from Archibald Avenue to Rancho Avenue; and

WHEREAS, CITY has subsequently annexed certain areas including portions of such freeway covered by the Freeway Agreement dated March 10, 1969, with the COUNTY of San Bernardino; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes in its entirety said Freeway Agreement dated August 20, 1968.

2. This Agreement supersedes that portion of said Freeway Agreement dated August 31, 1964 from Turner Avenue to Rochester Avenue.

3. This Agreement supersedes that portion of said Freeway Agreement dated March 10, 1969 from Archibald Avenue to Etiwanda Avenue.

4. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage roads and other local streets, and other construction affecting CITY streets, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.

5. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY streets only in accordance with the plan map attached hereto, marked Exhibit A.

6. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY streets, frontage roads, and other local streets will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

7. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

8. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, any frontage roads, and other local streets constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such streets lying outside the freeway limits upon relinquishment by STATE.

9. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA Department of Transportation	THE CITY OF ONTARIO
TONY TAVARES Director of Transportation	
By:	By:
CATALINO A. PINING III District 08 Director	SCOTT OCHOA City Manager
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Attorney (State)	Attorney (City)

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Department: Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Jacqueline Leon, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: AUTHORIZE THE PURCHASE OF FLEET VEHICLES

RECOMMENDATION: That the City Council takes the following actions:

A. Award Bid No. 1885 and authorize the purchase and delivery of eight (8) Ford F-150 pick-up trucks in the amount of $341,118 plus a 15% contingency of $51,168 to mitigate any unforeseen issues with supply chain surcharges and manufacturer's price increases, for a total not-to-exceed amount of $392,286 from PFVT Motors, LLC, of Peoria, Arizona; and
B. Award Bid No. 1886 and authorize the purchase and delivery of fifteen (15) Ford Escape Sport Utility Vehicles (SUV) in the amount of $420,361 plus a 15% contingency of $63,054 to mitigate any unforeseen issues with supply chain surcharges and manufacture's price increases, for a total not-to-exceed amount of $483,415 from Envision Ford, of Duarte, California.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The total cost of the vehicles recommended for purchase is $761,479 plus a contingency of $114,222 for a total not-to-exceed amount of $875,701. The Fiscal Year 2024-25 Adopted Budget, among various agencies operating budgets and funds, includes appropriation for the purchase of new and replacement vehicles.

BACKGROUND & ANALYSIS: The need for the following 15 vehicles is a result of growth throughout the City leading to increased operations:

- Two (2) Ford F-150 pick-up trucks requested by Community Life and Culture Agency;
- Two (2) Ford F-150 pick-up trucks requested by Ontario Municipal Utilities Company;
- Two (2) Ford Escape SUV's requested by Integrated Waste Department;
- Two (2) Ford Escape SUV's requested by Police Department;
- Two (2) Ford Escape SUV's requested by Ontario Municipal Utilities Company;

- One (1) Ford Escape SUV requested by Broadband Department;
- One (1) Ford Escape SUV requested by Community Improvement Department;
- One (1) Ford Escape SUV requested by Community Life and Culture Agency;
- One (1) Ford Escape SUV requested by Municipal Services Department;
- One (1) Ford Escape SUV requested by Human Resources/Risk Management Agency.

The following eight (8) vehicles being requested are replacements for existing vehicles:

- One (1) Ford F-150 pick-up truck requested by Ontario Municipal Utilities Company;
- Three (3) Ford F-150 pick-up trucks requested by Parks and Streets Maintenance Department;
- One (1) Ford Escape SUV requested by Police Department;
- One (1) Ford Escape SUV requested by Engineering Department;
- Two (2) Ford Escape SUV's requested by Community Improvement Department.

The vehicles recommended for replacement have outlived their useful life and it is no longer cost effective to maintain them. They are scheduled for replacement pursuant to ongoing efforts to reduce expenses, maximize useful life expectancy, and extend replacement cycles of fleet equipment while ensuring safe and reliable operation.

The tables below summarize the bid results for various vehicle purchases:

Bid No. 1885: Ford F150 Pick Up Trucks
In February 2025, the City solicited Bids for Eight (8) Ford F-150 pick-up trucks. The table below summarizes the bid results:

Eight (8) Ford F-150 Pick-Up Trucks

Supplier	Location	Bid Amount
Olathe Ford Sales, Inc.	Olathe, Kansas	$339,292
PFVT Motors, LLC	**Peoria, Arizona**	**$341,118**
Fairview Ford	San Bernardino, California	$348,053
Performance Ford	Placentia, California	$349,229
BP Ford of Long Beach	Long Beach, California	$350,143
Fritts Ford	Riverside, California	$355,466
Envision Ford	Duarte, California	$358,261
Transwest Truck Center	Fontana, California	$368,508
Citrus Motors	Ontario, California	$371,895
One Nation Distribution, LLC	New Wilmington, Pennsylvania	$392,155

Staff recommends awarding Bid No. 1885 to PFVT Motors, LLC, of Peoria, Arizona, who was the second lowest bidder. Olathe Ford Sales, Inc's bid was non-responsive due to not including documentation fees.

Bid No. 1886: Ford Escape SUV's
In February 2025, the City solicited Bids for fifteen (15) Ford Escape SUV's. The table below

summarizes the bid results:

Fifteen (15) Ford Escape SUV's

Supplier	Location	Bid Amount
Envision Ford	**Duarte, California**	**$420,361**
PFVT Motors, LCC	Peoria, Arizona	$428,296
Olathe Ford Sales, Inc.	Olathe, Kansas	$431,776
BP Ford of Long Beach	Long Beach, California	$441,030
Performance Ford	Placentia, California	$441,812
Fairview Ford	San Bernardino, California	$445,430
Transwest Truck Center	Fontana, California	$452,192
Citrus Motors	Ontario, California	$476,970

Staff recommends awarding Bid No. 1886 to Envision Ford, of Duarte, California, who was the lowest bidder and completed all requirements.

The table below summarizes the quantity, type, requesting Agency or Department, and price of each vehicle purchase:

QUANTITY	TYPE	DEPARTMENT/AGENCY	PRICE
2	Ford Pick-Up Truck	Community Life and Culture Agency	$85,280
3	Ford Pick-Up Truck	Ontario Municipal Utilities Company	$127,919
3	Ford Pick-Up Truck	Parks and Streets Maintenance Department	$127,919
1	Ford Escape SUV	Broadband Department	$28,024
1	Ford Escape SUV	Community Life and Culture Agency	$28,024
3	Ford Escape SUV	Community Improvement Department	$84,072
1	Ford Escape SUV	Engineering Department	$28,024
1	Ford Escape SUV	Municipal Services Department	$28,024
1	Ford Escape SUV	Human Resources/Risk Management Agency	$28,024
2	Ford Escape SUV	Integrated Waste Department	$56,048
3	Ford Escape SUV	Police Department	$84,072

2	Ford Escape SUV	Ontario Municipal Utilities Company	$56,048
TOTAL			**TOTAL**
23			$761,479

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Community Development Prepared By: Alexis Vaughn Department: Prepared By: Edmelynne V Hutter Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Reviewed By: David Eoff IV, Henry Noh Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: THE 2025 CITY OF ONTARIO LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

RECOMMENDATION: That the City Council adopt a Resolution approving the "2025 Local Guidelines for Implementing the California Environmental Quality Act (CEQA) for the City of Ontario", pursuant to the facts and reasons contained in the staff report and attached Resolution.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Operate in a Businesslike Manner

FISCAL IMPACT: There is no direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: The California Environmental Quality Act (CEQA), codified at Public Resources Code section 21000, et seq., is California's most comprehensive environmental law. It generally requires public agencies to evaluate the environmental effects of discretionary actions before they are taken. CEQA also aims to prevent significant environmental effects from occurring as a result of agency actions by requiring agencies to avoid or reduce, when feasible, the significant environmental impacts of their decisions.

To this end, CEQA requires public agencies to adopt specific objectives, criteria and procedures for evaluating public and private projects that are undertaken or approved by such agencies. The City of Ontario has prepared a proposed updated set of Local CEQA Guidelines for 2025 in compliance with CEQA's requirements that, when adopted, shall replace all guidelines previously enacted. These Guidelines reflect recent changes to CEQA. These Local CEQA Guidelines also provide instructions and forms for preparing environmental documents required under CEQA. The updated Local Guidelines are summarized in a memorandum dated March 28, 2025 (see Attachment A of this report) and are appended in whole to the attached Resolution.

No environmental impact is anticipated from updating the Local CEQA Guidelines. The City of Ontario's adoption of the attached Resolution is not a project under State CEQA Guidelines section 15378(b)(5) because it involves an administrative activity and would not result in any environmental impacts.

Memorandum

TO: City of Ontario

FROM: Best Best & Krieger LLP

DATE: March 28, 2025

RE: Summary of Changes to Local CEQA Guidelines

In 2024, the California Legislature revised the California Environmental Quality Act ("CEQA") through passage of certain Assembly Bills and Senate Bills. As a result, we have revised the City's Local Guidelines for Implementing CEQA ("Local Guidelines") to account for these CEQA developments. This memorandum summarizes the substantive amendments to the City's 2025 Local CEQA Guidelines ("Local Guidelines").

The Local Guidelines and this memorandum are designed to help the City comply with CEQA when considering a project subject to CEQA. We still recommend, however, that you consult with an attorney when you have specific questions on major, controversial, or unusual projects or activities.

The Local Guidelines, the related CEQA forms, and other important legal alerts may be accessed via the Best Best & Krieger LLP CEQA client portal. For technical support, please contact Tammy Ingram at tammy.ingram@bbklaw.com.

REVISIONS TO LOCAL GUIDELINES

3.17 Exemption for Residential or Mixed-Use Housing Project.

This is a new section that was added to your Guidelines as a result of the passing of Assembly Bill 2199. CEQA does not apply to residential or mixed-used housing projects, as defined, located in unincorporated areas of a county, that meet the requirements set forth in Section 3.17.

3.21 Transit Prioritization Projects.

Pursuant to Assembly Bill 2503, a new subsection (6) was added to Section 3.21 regarding a public project for the institution or increase of passenger rail service, including the construction or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains.

3.24 Routine Maintenance of Stormwater Facilities.

Pursuant to Assembly Bill 3227, a new Section 3.24 was added to the Guidelines pursuant to a change to Public Resources Code section 21080.61. This new section provides that CEQA does not apply to routine maintenance of public stormwater facilities that are fully concrete or have a conveyance capacity of less than a 100-year storm event if certain specified conditions are met.

3.29 Reproductive Services Community Clinic.

Pursuant to Assembly Bill 2085, Section 3.29 was added to the Guidelines to provide that CEQA does not apply to the approval of an application of a community clinic providing reproductive health services if the application meets objective planning standards and is subject to the ministerial review process set forth in Government Code section 65914.900.

9.10 A Responsible Agency's Provision of Financial Assistance or Insurance for the Development and Construction of Affordable Housing.

New language was added to Section 9.10 pursuant to Senate Bill 1361, which clarifies that CEQA does not apply to a local agency's approval of contracts that provide residential, counseling, and security services for people experiencing homelessness, as set forth in greater detail in Section 9.10.

Other Changes

Office of Land Use and Climate Innovation

Effective July 1, 2024, the Office of Planning and Research changed its name to the Office of Land Use and Climate Innovation (LCI). This change is reflected throughout your Local CEQA Guidelines. Additionally, effective April 8, 2025, LCI has a new CEQAnet URL and CEQASubmit URL. In order to access LCI's websites, please use these new URLs:

- https://ceqasubmit.lci.ca.gov/
- https://ceqanet.lci.ca.gov/

Additionally, LCI has established a new deadline for processing environmental notices. Notices must be submitted to CEQASubmit no later than 2:30 p.m. PST in order to have a same day filing date.

CEQA Document Filing Fees

Effective January 1, 2025, the Department of Fish and Wildlife has increased its fees. For a Negative Declaration or a Mitigated Negative Declaration, the new filing fee is $2,968.75; for an EIR, the new filing fee is $4,123.50; and for an environmental document prepared pursuant to a Certified Regulatory Program, the new filing fee is $1,401.75.

Conclusion

As always, CEQA remains complicated and, at times, challenging to apply. The only constant in this area of law is how quickly the rules change. Should you have questions about any of the provisions discussed above, please contact a BB&K attorney for assistance.

BEST BEST & KRIEGER LLP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AND ADOPTING THE 2025 LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000 ET SEQ.).

WHEREAS, the California Legislature has amended the California Environmental Quality Act (CEQA) (Pub. Resources Code §§ 21000 et seq.) and the Natural Resources Agency has amended the State CEQA Guidelines (Cal. Code Regs, tit. 14, §§ 15000 et seq.), and the California courts have interpreted specific provisions of CEQA; and

WHEREAS, Public Resources Code section 21082 requires all public agencies to adopt objectives, criteria and procedures for (1) the evaluation of public and private projects undertaken or approved by such public agencies, and (2) the preparation, if required, of environmental impact reports and negative declarations in connection with that evaluation; and

WHEREAS, the City of Ontario must revise its local guidelines for implementing CEQA to make them consistent with the current provisions and interpretations of CEQA and the State CEQA Guidelines.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the City Council of the City of Ontario, as follows:

SECTION 1. *City Council Action.* Based upon the findings and conclusions set forth above, the City Council hereby resolves as follows:

1. The City adopts the “2025 Local Guidelines for Implementing the California Environmental Quality Act for City of Ontario,” attached hereto as “Exhibit A” and incorporated herein by this reference.

2. All prior actions of the City enacting earlier guidelines are hereby repealed.

SECTION 2. *Certification to Adoption.* The City Clerk shall certify the adoption of the Resolution.

SECTION 3: *CEQA Compliance.* The City of Ontario’s adoption of this Resolution is not a project under State CEQA Guidelines section 15378(b)(5) because it involves an administrative activity of government and would not result in any environmental impacts..

SECTION 4: *Custodian of Records.* The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A:

2025 Local Guidelines for Implementation of the California Environmental Quality Act for City of Ontario

(Document follows this page)

2025

LOCAL GUIDELINES

FOR IMPLEMENTING THE

CALIFORNIA ENVIRONMENTAL QUALITY ACT

FOR

CITY OF ONTARIO

TABLE OF CONTENTS

Page

1. GENERAL PROVISIONS, PURPOSE AND POLICY 1-1
   - 1.01 General Provisions. 1-1
   - 1.02 Purpose. 1-1
   - 1.03 Applicability. 1-1
   - 1.04 Reducing Delay and Paperwork. 1-2
   - 1.05 Compliance With State Law. 1-2
   - 1.06 Terminology. 1-3
   - 1.07 Partial Invalidity. 1-3
   - 1.08 Electronic Delivery of Comments and Notices. 1-3
   - 1.09 The City May Charge Reasonable Fees For Reproducing Environmental Documents. 1-3
   - 1.10 Time of Preparation 1-4
   - 1.11 State Agency Furloughs. 1-5
   - 1.12 Environmental Compliance For City-Initiated Projects.. 1-5
2. LEAD AND RESPONSIBLE AGENCIES 2-1
   - 2.01 Lead Agency Principle. 2-1
   - 2.02 Selection of Lead Agency. 2-1
   - 2.03 Duties of a Lead Agency 2-1
   - 2.04 CEQA Determinations Made by Non-Elected Body; Procedure to Appeal Such Determinations. 2-3
   - 2.05 Projects Relating to Development of Hazardous Waste and Other Sites. 2-3
   - 2.06 Responsible Agency Principle. 2-4
   - 2.07 Duties of a Responsible Agency. 2-4
   - 2.08 Response to Notice of Preparation by Responsible Agencies. 2-4
   - 2.09 Use of Final EIR or Negative Declaration by Responsible Agencies. 2-5
   - 2.10 Shift in Lead Agency Responsibilities. 2-5
3. ACTIVITIES EXEMPT FROM CEQA 3-1
   - 3.01 Actions Subject to CEQA. 3-1
   - 3.02 Ministerial Actions 3-1
   - 3.03 Exemptions in General. 3-2
   - 3.04 Notice of Exemption. 3-2

TABLE OF CONTENTS
(continued)

Page

3.05 Disapproved Projects. 3-3
3.06 Projects with No Possibility of Significant Effect. 3-3
3.07 Emergency Projects. 3-4
3.08 Feasibility and Planning Studies. 3-4
3.09 Rates, Tolls, Fares, and Charges. 3-4
3.10 Pipelines within a Public Right-of-Way and Less Than One Mile in Length. 3-5
3.11 Pipelines of Less Than Eight Miles in Length. 3-5
3.12 Certain Residential Housing Projects. 3-7
3.13 Minor Alterations to Fluoridate Water Utilities 3-13
3.14 Ballot Measures. 3-13
3.15 Transit Priority Project. 3-14
3.16 Roadway Improvements. 3-14
3.17 Certain Infill Projects 3-15
3.18 Exemption For Residential or Mixed-Use Housing Projects 3-18
3.19 Exemption for Infill Projects In Transit Priority Areas 3-19
3.20 Exemption for Residential Projects Undertaken Pursuant to a Specific Plan 3-20
3.21 Transit Prioritization Projects. 3-20
3.22 Transportation Plans, Pedestrian Plans, and Bicycle Transportation Plans. 3-22
3.24 Routine Maintenance of Stormwater Facilities 3-24
3.25 Small Disadvantaged Community Water System and State Small Water System. 3-25
3.26 Conservation and Restoration of California Native Fish and Wildlife. 3-26
3.27 Linear Broadband Deployment in a Right-of-Way. 3-26
3.28 Needle and Syringe Exchange Services. 3-28
3.29 Reproductive Services Community Clinic 3-28
3.30 Exemption for Ordinances Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units 3-29
3.31 Other Specific Exemptions. 3-29
3.32 Categorical Exemptions. 3-29
4. TIME LIMITATIONS 4-1
4.01 Review of Private Project Applications. 4-1

TABLE OF CONTENTS
(continued)

Page

4.02 Determination of Type of Environmental Document. 4-1
4.03 Completion and Adoption of Negative Declaration. 4-1
4.04 Completion and Certification of Final EIR. 4-1
4.05 Projects Subject to the Permit Streamlining Act. 4-2
4.06 Projects, Other Than Those Subject to the Permit Streamlining Act, with Short Time Periods for Approval. 4-2
4.07 Waiver or Suspension of Time Periods. 4-3
5. INITIAL STUDY 5-1
5.01 Preparation of Initial Study. 5-1
5.02 Informal Consultation with Other Agencies. 5-1
5.03 Consultation with Private Project Applicant. 5-2
5.04 Projects Subject to NEPA. 5-2
5.05 An Initial Study. 5-3
5.06 Contents of Initial Study. 5-4
5.07 Use of a Checklist Initial Study. 5-4
5.08 Evaluating Significant Environmental Effects. 5-5
5.09 Determining the Significance of Transportation Impacts 5-6
5.10 Mandatory Findings of Significant Effect. 5-7
5.11 Mandatory Preparation of an EIR for Waste-Burning Projects. 5-8
5.12 Development Pursuant To An Existing Community Plan And EIR. 5-9
5.13 Land Use Policies. 5-10
5.14 Evaluating Impacts on Historical Resources. 5-10
5.15 Evaluating Impacts on Archaeological Sites. 5-11
5.16 Consultation with Water Agencies Regarding Large Development Projects. 5-12
5.17 Subdivisions with More Than 500 Dwelling Units. 5-14
5.18 Impacts to Oak Woodlands. 5-15
5.19 Climate Change And Greenhouse Gas Emissions. 5-15
5.20 Energy Conservation. 5-18
5.21 Environmental Impact Assessment. 5-20
5.22 Final Determination. 5-20

TABLE OF CONTENTS
(continued)

Page

6. NEGATIVE DECLARATION 6-1

6.01 Decision to Prepare a Negative Declaration. 6-1

6.02 Decision to Prepare a Mitigated Negative Declaration. 6-1

6.03 Contracting for Preparation of Negative Declaration or Mitigated Negative Declaration. 6-1

6.04 Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration. 6-1

6.05 Projects Affecting Military Services; Department of Defense Notification. 6-4

6.06 Special Findings Required for Facilities That May Emit Hazardous Air Emissions Near Schools. 6-4

6.07 Consultation with California Native American Tribes. 6-5

6.08 Identification of Tribal Cultural Resources and Processing of Information after Consultation with the California native American tribe 6-6

6.09 Significant Adverse Impacts to Tribal Cultural Resources 6-8

6.10 Posting and Publication of Negative Declaration or Mitigated Negative Declaration. 6-8

6.11 Submission of Negative Declaration or Mitigated Negative Declaration to State Clearinghouse. 6-9

6.12 Special Notice Requirements for Waste- and Fuel-Burning Projects. 6-12

6.13 Consultation with Water Agencies Regarding Large Development Projects. 6-12

6.14 Content of Negative Declaration or Mitigated Negative Declaration. 6-12

6.15 Types of Mitigation. 6-13

6.16 Adoption of Negative Declaration or Mitigated Negative Declaration. 6-13

6.17 Mitigation Reporting or Monitoring Program for Mitigated Negative Declaration. 6-14

6.18 Approval or Disapproval of Project. 6-15

6.19 Recirculation of a Negative Declaration or Mitigated Negative Declaration. 6-15

6.20 Notice of Determination on a Project for Which a Proposed Negative or Mitigated Negative Declaration Has Been Approved. 6-16

6.21 Addendum to Negative Declaration or Mitigated Negative Declaration. 6-17

6.22 Subsequent Negative Declaration or Mitigated Negative Declaration. 6-17

6.23 Private Project Costs. 6-18

TABLE OF CONTENTS
(continued)

Page

6.24 Filing Fees for Projects That Affect Wildlife Resources. 6-18

7. ENVIRONMENTAL IMPACT REPORT 7-1

7.01 Decision to Prepare an EIR. 7-1

7.02 Contracting for Preparation of EIRs. 7-1

7.03 Notice of Preparation of Draft EIR. 7-1

7.04 Special Notice Requirements for Affected Military Agencies 7-3

7.05 Environmental Leadership Development Project. 7-3

7.06 Preparation of Draft EIR. 7-5

7.07 Consultation with California Native American Tribes. 7-6

7.08 Identification of Tribal Cultural Resources and Processing of Information after Consultation with the California native American tribe 7-7

7.09 Significant Adverse Impacts to Tribal Cultural Resources 7-8

7.10 Consultation with Other Agencies and Persons. 7-9

7.11 Early Consultation on Projects Involving Permit Issuance 7-11

7.12 Consultation with Water Agencies Regarding Large Development Projects 7-11

7.13 Airport Land Use Plan. 7-11

7.14 General Aspects of an EIR. 7-12

7.15 Use of Registered Consultants in Preparing EIRs. 7-12

7.16 Incorporation by Reference 7-12

7.17 Standards for Adequacy of an EIR. 7-13

7.18 Form and Content of EIR. 7-13

7.19 Consideration and Discussion of Significant Environmental Impacts. 7-15

7.20 Environmental Setting 7-16

7.21 Analysis of Cumulative Impacts. 7-17

7.22 Analysis of Mitigation Measures. 7-19

7.23 Analysis of Alternatives in an EIR. 7-20

7.24 Analysis of Future Expansion. 7-22

7.25 Notice of Completion of Draft EIR; Notice of Availability of Draft EIR. 7-23

7.26 Submission of Draft EIR to State Clearinghouse. 7-25

7.27 Special Notice Requirements for Waste- And Fuel-Burning Projects 7-27

TABLE OF CONTENTS
(continued)

Page

7.28 Time For Review of Draft EIR; Failure to Comment. 7-27
7.29 Public Hearing on Draft EIR. 7-28
7.30 Response to Comments on Draft EIR. 7-29
7.31 Preparation and Contents of Final EIR. 7-29
7.32 Recirculation When New Information Is Added to EIR. 7-30
7.33 Certification of Final EIR. 7-31
7.34 Consideration of EIR Before Approval or Disapproval of Project. 7-31
7.35 Findings. 7-32
7.36 Special Findings Required for Facilities That May Emit Hazardous Air Emissions Near Schools. 7-33
7.37 Statement of Overriding Considerations. 7-33
7.38 Mitigation Monitoring or Reporting Program for EIR. 7-34
7.39 Notice of Determination. 7-36
7.40 Disposition of a Final EIR. 7-37
7.41 Private Project Costs. 7-37
7.42 Filing Fees for Projects That Affect Wildlife Resources. 7-37
8. TYPES OF EIRS. 8-1
8.01 EIRs Generally. 8-1
8.02 Tiering. 8-1
8.03 Project EIR. 8-2
8.04 Subsequent EIR. 8-2
8.05 Supplemental EIR. 8-3
8.06 Addendum to an EIR. 8-4
8.07 Staged EIR. 8-4
8.08 Program EIR. 8-5
8.09 Use of a Program EIR with Subsequent EIRs and Negative Declarations. 8-5
8.10 Use of an EIR from an Earlier Project. 8-6
8.11 Master EIR. 8-6
8.12 Focused EIR. 8-8
8.13 Special Requirements for Redevelopment Projects. 8-9
9. AFFORDABLE HOUSING 9-1

TABLE OF CONTENTS
(continued)

Page

9.01 Streamlined, ministerial approval process for affordable housing projects 9-1

9.02 Ministerial approval process for urban lot splits and housing developments with no more than two residential units within a single-family residential zone (SB 9) 9-21

9.03 Approval of ordinance to zone any parcel for up to 10 units of residential density per parcel in certain circumstances (SB 10) 9-24

9.04 Housing Sustainability Districts. 9-25

9.05 Interim Motel Housing Projects. 9-26

9.06 Supportive Housing And "No Place Like Home" Projects. 9-26

9.07 Affordable Housing Developments in Commercial Zones. 9-27

9.08 Mixed-Income Housing Developments Along Commercial Corridors. 9-29

9.09 A Responsible Agency's Provision of Financial Assistance or Insurance for the Development and Construction of Affordable Housing 9-33

9.10 A Responsible Agency's Provision of Financial Assistance or Insurance for the Development and Construction of Affordable Housing 9-33

9.11 Exemption for Specified Affordable Housing Projects. 9-34

9.12 Ministerial Approval of Housing Developments on Land Owned by Independent Institutions of Higher Education and Religious Institutions. 9-35

10. CEQA LITIGATION 10-1

10.01 Timelines 10-1

10.02 Mediation and Settlement. 10-1

10.03 Administrative Record. 10-1

11. DEFINITIONS 11-1

11.01 "Agricultural Employee" 11-1

11.02 "Applicant" 11-1

11.03 "Approval" 11-1

11.04 "Baseline" 11-2

11.05 "California Native American Tribe" 11-2

11.06 "Categorical Exemption" 11-2

11.07 "Census-Defined Place" 11-2

11.08 "CEQA" 11-2

11.09 "City" 11-2

11.10 "Clerk" 11-2

TABLE OF CONTENTS
(continued)

Page

11.11 "Community-Level Environmental Review" 11-2
11.12 "Consultation" 11-3
11.13 "Cumulative Impacts" 11-3
11.14 "Cumulatively Considerable" 11-3
11.15 "Decision-Making Body" 11-3
11.16 "Developed Open Space" 11-3
11.17 "Development Project" 11-3
11.18 "Discretionary Project" 11-4
11.19 "EIR" 11-4
11.20 "Emergency" 11-4
11.21 "Endangered, Rare or Threatened Species" 11-4
11.22 "Environment" 11-4
11.23 "Feasible" 11-5
11.24 "Final EIR" 11-5
11.25 "Greenhouse Gases" 11-5
11.26 "Guidelines" or "Local Guidelines" 11-5
11.27 "Highway" 11-5
11.28 "Historical Resources" 11-5
11.29 "Infill Site" 11-6
11.30 "Initial Study" 11-6
11.31 "Jurisdiction by Law" 11-6
11.32 "Land Disposal Facility" 11-7
11.33 "Large Treatment Facility" 11-7
11.34 "LCI" 11-7
11.35 "Lead Agency" 11-7
11.36 "Low- and Moderate-Income Households" 11-7
11.37 "Low-Income Households" 11-7
11.38 "Low-Level Flight Path" 11-7
11.39 "Lower Income Households" 11-7
11.40 "Major Transit Stop" 11-8
11.41 "Metropolitan Planning Organization" or "MPO" 11-8

TABLE OF CONTENTS
(continued)

Page

11.42 "Military Impact Zone" 11-8
11.43 "Military Service" 11-8
11.44 "Ministerial" 11-8
11.45 "Mitigated Negative Declaration" or "MND" 11-9
11.46 "Mitigation" 11-9
11.47 "Negative Declaration" or "ND" 11-9
11.48 "Notice of Completion" 11-9
11.49 "Notice of Determination" 11-9
11.50 "Notice of Exemption" 11-9
11.51 "Notice of Preparation" 11-9
11.52 "Oak" 11-9
11.53 "Oak Woodlands" 11-10
11.54 "Offsite Facility" 11-10
11.55 "Person" 11-10
11.56 "Pipeline" 11-10
11.57 "Private Project" 11-10
11.58 "Project" 11-10
11.59 "Project-Specific Effects" 11-11
11.60 "Public Water System" 11-11
11.61 "Qualified Urban Use" 11-11
11.62 "Residential" 11-11
11.63 "Responsible Agency" 11-11
11.64 "Riparian areas" 11-11
11.65 "Roadway" 11-12
11.66 "Significant Effect" 11-12
11.67 "Significant Value as a Wildlife Habitat" 11-12
11.68 "Special Use Airspace" 11-12
11.69 "Staff" 11-12
11.70 "Standard" 11-12
11.71 "State CEQA Guidelines" 11-13
11.72 "Substantial Evidence" 11-13

TABLE OF CONTENTS
(continued)

Page

11.73 "Sustainable Communities Strategy" 11-13
11.74 "Tiering" 11-13
11.75 "Transit Priority Area" 11-13
11.76 "Transit Priority Project" 11-14
11.77 "Transportation Facilities" 11-14
11.78 "Tribal Cultural Resources" 11-14
11.79 "Trustee Agency" 11-15
11.80 "Urban Growth Boundary" 11-15
11.81 "Urbanized Area" 11-15
11.82 "Water Acquisition Plans" 11-16
11.83 "Water Assessment" or "Water Supply Assessment" 11-16
11.84 "Water Demand Project" 11-16
11.85 "Waterway" 11-17
11.86 "Wetlands" 11-17
11.87 "Wildlife Habitat" 11-17
11.88 "Zoning Approval" 11-17
12. FORMS 12-1
13. COMMON ACRONYMS 13-1

LOCAL GUIDELINES
FOR IMPLEMENTING THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT

(2025)

1. GENERAL PROVISIONS, PURPOSE AND POLICY.

1.01 GENERAL PROVISIONS.

These Local Guidelines ("Local Guidelines") are to assist the City of Ontario ("City") in implementing the provisions of the California Environmental Quality Act ("CEQA"). These Local Guidelines are consistent with the Guidelines for the Implementation of CEQA ("State CEQA Guidelines"), which have been promulgated by the California Natural Resources Agency for the guidance of state and local agencies in California. These Local Guidelines have been adopted pursuant to California Public Resources Code section 21082.

1.02 PURPOSE.

The purpose of these Local Guidelines is to help the City accomplish the following basic objectives of CEQA:

(a) To enhance and provide long-term protection for the environment, while providing a decent home and satisfying living environment for every Californian;
(b) To provide information to governmental decision-makers and the public regarding the potential significant environmental effects of the proposed project;
(c) To provide an analysis of the environmental effects of future actions associated with the project to adequately apprise all interested parties of the true scope of the project for intelligent weighing of the environmental consequences of the project;
(d) To identify ways that environmental damage can be avoided or significantly reduced;
(e) To prevent significant avoidable environmental damage through utilization of feasible project alternatives or mitigation measures; and
(f) To disclose and demonstrate to the public the reasons why a governmental agency approved the project in the manner chosen. Public participation is an essential part of the CEQA process. Each public agency should encourage wide public involvement, formal and informal, in order to receive and evaluate public reactions to environmental issues related to a public agency's activities. Such involvement should include, whenever possible, making environmental information available in electronic format on the Internet, on a web site maintained or utilized by the public agency.

1.03 APPLICABILITY.

These Local Guidelines apply to any activity that constitutes a "project," as defined in Local Guidelines Section 11.58, for which the City is the Lead Agency or a Responsible Agency. These Local Guidelines are also intended to assist the City in determining whether a proposed

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activity constitutes a project that is subject to CEQA review, or whether the activity is exempt from CEQA.

1.04 REDUCING DELAY AND PAPERWORK.

The State CEQA Guidelines encourage local governmental agencies to reduce delay and paperwork by, among other things:

(a) Integrating the CEQA process into early planning review; to this end, the project approval process and these procedures, to the maximum extent feasible, are to run concurrently, not consecutively;
(b) Identifying projects which fit within categorical or other exemptions and are therefore exempt from CEQA processing;
(c) Using initial studies to identify significant environmental issues and to narrow the scope of Environmental Impact Reports (EIRs);
(d) Using a Negative Declaration when a project, not otherwise exempt, will not have a significant effect on the environment;
(e) Consulting with state and local responsible agencies before and during the preparation of an EIR so that the document will meet the needs of all the agencies which will use it;
(f) Allowing applicants to revise projects to eliminate possible significant effects on the environment, thereby enabling the project to qualify for a Negative Declaration rather than an EIR;
(g) Integrating CEQA requirements with other environmental review and consultation requirements;
(h) Emphasizing consultation before an EIR is prepared, rather than submitting adverse comments on a completed document;
(i) Combining environmental documents with other documents, such as general plans;
(j) Eliminating repetitive discussions of the same issues by using EIRs on programs, policies or plans and tiering from statements of broad scope to those of narrower scope;
(k) Reducing the length of EIRs by means such as setting appropriate page limits;
(l) Preparing analytic, rather than encyclopedic EIRs;
(m) Mentioning insignificant issues only briefly;
(n) Writing EIRs in plain language;
(o) Following a clear format for EIRs;
(p) Emphasizing the portions of the EIR that are useful to decision-makers and the public and reducing emphasis on background material;
(q) Incorporating information by reference; and
(r) Making comments on EIRs as specific as possible.

1.05 COMPLIANCE WITH STATE LAW.

These Local Guidelines are intended to implement the provisions of CEQA and the State CEQA Guidelines, and the provisions of CEQA and the State CEQA Guidelines shall be fully complied with even though they may not be set forth or referred to herein.

1.06 TERMINOLOGY.

The terms "must" or "shall" identify mandatory requirements. The terms "may" and "should" are permissive, with the particular decision being left to the discretion of the City.

1.07 PARTIAL INVALIDITY.

In the event any part or provision of these Local Guidelines shall be determined to be invalid, the remaining portions that can be separated from the invalid unenforceable provisions shall continue in full force and effect.

1.08 ELECTRONIC DELIVERY OF COMMENTS AND NOTICES.

Individuals may file a written request to receive copies of public notices provided for under these Local Guidelines or the State CEQA Guidelines. The requestor may elect to receive these notices via email rather than regular mail. Notices sent by email are deemed delivered when the staff person sending the email sends it to the last email address provided by the requestor to the City. Any request to receive public notices shall be in writing and shall be renewed annually.

Individuals may also submit comments on the CEQA documentation for a project via email. Comments submitted via email shall be treated as written comments for all purposes. Comments sent to the City via email are deemed received when they actually arrive in an email account of a staff person who has been designated or identified as the point of contact for a particular project.

The City must also post certain environmental documents (such as Draft and Final Environmental Impact Reports, Draft Negative Declarations and Draft Mitigated Negative Declarations) and CEQA notices (such as Notices of Preparation, Notices of Availability, Notices of Intent to Adopt a Negative Declaration, Notices of Exemption, and Notices of Determination) on its website, if any.

(Reference: Pub. Resources Code, §§ 21082.1, 21091(d)(3), 21092.2.)

1.09 THE CITY MAY CHARGE REASONABLE FEES FOR REPRODUCING ENVIRONMENTAL DOCUMENTS.

A public agency may charge and collect a reasonable fee from members of the public that request a copy of an environmental document, so long as the fee does not exceed the cost of reproduction. The kinds of "environmental documents" that CEQA specifically allows public agencies to seek reimbursement for include: initial studies, negative declarations, mitigated negative declarations, draft and final EIRs, and documents prepared as a substitute for an EIR, negative declaration, or mitigated negative declaration.

The City shall make CEQA-related documents (e.g., Negative Declarations, Mitigated Negative Declarations, Draft EIRs, Final EIRs, and notices relating to these documents) available to the public-at-large on its website. Requests for documents made pursuant to the California Public Records Act must comply with the Government Code. (See, for example, Government Code section 7922.570 for information regarding providing documents in electronic format.)

1.10 TIME OF PREPARATION

Before granting any approval of a project subject to CEQA, the Lead Agency or Responsible Agency shall consider a Final EIR, Negative Declaration, Mitigated Negative Declaration, or another document authorized by the State CEQA Guidelines to be used in the place of an EIR or Negative Declaration.

Choosing the precise time for CEQA compliance involves a balancing of competing factors. EIRs, Negative Declarations, and Mitigated Negative Declarations should be prepared as early as feasible in the planning process to enable environmental considerations to influence project program and design and yet late enough to provide meaningful information for environmental assessment.

With public projects, at the earliest feasible time, project sponsors shall incorporate environmental considerations into project conceptualization, design, and planning. CEQA compliance should be completed prior to acquisition of a site for a public project.

To implement the above principles, the City shall not undertake actions concerning the proposed public project that would have a significant adverse effect or limit the choice of alternatives or mitigation measures, before completion of CEQA compliance. For example, the City shall not:

(A) Formally make a decision to proceed with the use of a site for facilities which would require CEQA review, regardless of whether the City has made any final purchase of the site for these facilities, except that the City may designate a preferred site for CEQA review and may enter into land acquisition agreements when the City has conditioned its future use of the site on CEQA compliance.

(B) Otherwise take any action that gives impetus to a planned or foreseeable project in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project.

With private projects, the City shall encourage the project proponent to incorporate environmental considerations into project conceptualization, design, and planning at the earliest feasible time.

While mere interest in, or inclination to support, a project does not constitute approval, a public agency entering into preliminary agreements regarding a project prior to approval shall not, as a practical matter, commit the agency to the project. For example, the City shall not grant any vested development entitlements prior to compliance with CEQA. Further, any such pre-approval agreement should, for example:

(A) Condition the agreement on compliance with CEQA;
(B) Not bind any party, or commit any party, to a definite course of action, prior to CEQA compliance;
(C) Not restrict the Lead Agency from considering any feasible mitigation measures and alternatives, including the “no project” alternative; and
(D) Not restrict the Lead Agency from denying the project.

The City's environmental document preparation and review should be coordinated in a timely fashion with the City's existing planning, review, and project approval processes. These procedures, to the maximum extent feasible, are to run concurrently, not consecutively.

(See State CEQA Guidelines, § 15004; *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116.)

1.11 STATE AGENCY FURLOUGHS.

Due to budget concerns, the State may institute mandatory furlough days for state government agencies. Local agencies may also change their operating hours.

Because state and local agencies may enact furloughs that limit their operating hours, if the City has time-sensitive materials or needs to consult with a state agency, the City should check with the applicable state agency office or with the City's attorney to ensure compliance with all applicable deadlines.

1.12 ENVIRONMENTAL COMPLIANCE FOR CITY-INITIATED PROJECTS..

In an effort to provide consistent CEQA review and coordination of City-initiated projects, an Environmental Review Coordinator ("ERC") has been designated within the Planning Department to aid City departments on the ever-changing environmental statutes and to create a CEQA repository. This section 1.11 only applies to City-initiated projects.

To achieve the desired level of review, the project manager for each City-initiated project* will contact the ERC following project inception and provide the ERC with a written description of the project, including any preliminary plans, special studies completed, and other information that may be helpful evaluating the project. The ERC will review the information and determine if 1) existing CEQA documents are sufficient to address the potential impacts of the project; 2) if existing CEQA documents may be used to tier off to provide the necessary CEQA review; 3) if a new CEQA review is necessary for the project, or 4) an exemption from CEQA applies to the project. Additionally, the ERC will provide direction to the project manager on the level of CEQA review required for the project (e.g. Negative Declaration, Environmental Impact Report ("EIR"), etc.).

Once a memorandum on the scope/preliminary plans for a project has been submitted to the ERC, the ERC will work with the project manager to complete the CEQA review in-house to the extent possible. Should the need arise for studies or an EIR beyond staff's ability to complete, the ERC shall work with the project manager to 1) develop a Request for Proposal ("RFP") for the necessary services; 2) review the RFPs with the project manager and assist in the selection of a consultant; 3) prepare the consultant contract for the services; 4) provide coordination between the consultant and the project manager; 5) coordinate preparation of the CEQA document; 6) review and comment on the CEQA document; 7) review invoices/billing by the consultant; and 8) ensure compliance with established legal procedures, filings, etc.

Upon successful completion of the CEQA review, the ERC shall retain copies of pertinent CEQA information, including, but not limited to, CEQA documents and Notice of Determinations. The central CEQA repository will provide ease of access to previous CEQA documents that may be needed for future actions (e.g. grant applications, project modifications, new projects, etc.).

**As determined under CEQA*

(Section added October 2011)

2. LEAD AND RESPONSIBLE AGENCIES

2.01 LEAD AGENCY PRINCIPLE.

The City will be the Lead Agency if it will have principal responsibility for carrying out or approving a project. Where a project is to be carried out or approved by more than one public agency, only one agency shall be responsible for the preparation of environmental documents. This agency shall be called the Lead Agency.

(Reference: State CEQA Guidelines, §§ 15050, 15367.)

2.02 SELECTION OF LEAD AGENCY.

Where two or more public agencies will be involved with a project, the Lead Agency shall be designated according to the following criteria:

(a) If the project will be carried out by a public agency, that agency shall be the Lead Agency even if the project will be located within the jurisdiction of another public agency; or

(b) If the project will be carried out by a nongovernmental person or entity, the Lead Agency shall be the public agency with the greatest responsibility for supervising and approving the project as a whole.

The Lead Agency will normally be the agency with general governmental powers, rather than an agency with a single or limited purpose. (For example, a city that will provide a public service or utility to the project serves a limited purpose.) If two or more agencies meet this criteria equally, the agency that acts first on the project will normally be the Lead Agency.

If two or more public agencies have a substantial claim to be the Lead Agency under either (a) or (b), they may designate one agency as the Lead Agency by agreement. An agreement may also provide for cooperative efforts by contract, joint exercise of powers, or similar devices. If the agencies cannot agree which agency should be the Lead Agency for preparing the environmental document, any of the disputing public agencies or the project applicant may submit the dispute to the Office of Land Use and Climate Innovation ("LCI"), formerly Office of Planning and Research ("OPR"). Within 21 days of receiving the request, LCI will designate the Lead Agency. LCI shall not designate a Lead Agency in the absence of a dispute. A "dispute" means a contested, active difference of opinion between two or more public agencies as to which of those agencies shall prepare any necessary environmental document. A dispute exists when each of those agencies claims that it either has or does not have the obligation to prepare that environmental document.

(Reference: State CEQA Guidelines, § 15051.)

2.03 DUTIES OF A LEAD AGENCY.

As a Lead Agency, the City shall decide whether a Negative Declaration, Mitigated Negative Declaration or an EIR will be required for a project and shall prepare, or cause to be prepared, and consider the document before making its decision on whether and how to approve the project. The documents may be prepared by Staff or by private consultants pursuant to a

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contract with the City. However, the City shall independently review and analyze all draft and final EIRs or Negative Declarations prepared for a project and shall find that the EIR or Negative Declaration reflects the independent judgment of the City prior to approval of the document. If a Draft EIR or Final EIR is prepared under a contract with the City, the contract must be executed within forty-five (45) days from the date on which the City sends a Notice of Preparation. (See Local Guidelines Section 7.02.) The City, however, may take longer to execute the contract if the project applicant and the City mutually agree to an extension of the 45-day time period. (Pub. Resources Code, § 21151.5; see also Local Guidelines Section 7.02.)

During the process of preparing an EIR, the City, as Lead Agency, shall have the following duties:

(a) If a California Native American tribe has requested consultation, within 14 days after determining that an application for a project is complete or a decision to undertake a project, the City shall begin consultation with the California Native American tribes (see Local Guidelines Section 7.07);
(b) Immediately after deciding that an EIR is required for a project, the City shall send to the Office of Land Use and Climate Innovation and each Responsible Agency a Notice of Preparation (Form "G") stating that an EIR will be prepared (see Local Guidelines Section 7.03);
(c) Prior to release of an EIR, if the California Native American tribe that is culturally affiliated with the geographic area of a project requests in writing to be informed of any proposed project, the City shall begin consultation with the tribe consistent with California law and Local Guidelines Section 7.07;
(d) The City shall prepare or cause to be prepared the Draft EIR for the project (see Local Guidelines Sections 7.06 and 7.18);
(e) Once the Draft EIR is completed, the City shall file a Notice of Completion (Form "H") with the Office of Land Use and Climate Innovation(see Local Guidelines Section 7.25);
(f) The City shall consult with state, federal and local agencies that exercise authority over resources that may be affected by the project for their comments on the completed Draft EIR (see, e.g., Local Guidelines Sections 5.02, 5.16, Section 7.26);
(g) The City shall provide public notice of the availability of a Draft EIR (Form "K") at the same time that it sends a Notice of Completion to the Office of Land Use and Climate Innovation(see Local Guidelines Section 7.25);
(h) The City shall evaluate comments on environmental issues received from persons who reviewed the Draft EIR and shall prepare or cause to be prepared a written response to all comments that raise significant environmental issues and that were timely received during the public comment period. A written response must be provided to all public agencies who commented on the project during the public review period at least ten (10) days prior to certifying an EIR (see Local Guidelines Section 7.30);
(i) The City shall prepare or cause to be prepared a Final EIR before approving the project (see Local Guidelines Section 7.31);
(j) The City shall certify that the Final EIR has been completed in compliance with CEQA and has been reviewed by the City Council (see Local Guidelines Section 7.33); and
(k) The City shall include in the Final EIR any comments received from a Responsible Agency on the Notice of Preparation or the Draft EIR (see Local Guidelines Sections 2.08, 7.30 and 7.31).

2.04 CEQA DETERMINATIONS MADE BY NON-ELECTED BODY; PROCEDURE TO APPEAL SUCH DETERMINATIONS.

As Lead Agency, the City may charge a non-elected decisionmaking body with the responsibility of making a finding of exemption or adopting, certifying or authorizing environmental documents. Any such determination, however, shall be subject to the City's procedures allowing for the appeal of the CEQA determination of any non-elected body to the City. In the absence of a procedure governing such appeal, any CEQA determination made by a non-elected decisionmaker shall be appealable to the City Council within ten (10) days of the non-elected decisionmaker's determination. If the non-elected decisionmaker's CEQA determination is not timely appealed as set forth herein, the non-elected decisionmaker's determination shall be final.

In the event the City Council has delegated authority to a subsidiary board or official to approve a project, the City hereby delegates to that subsidiary board or official the authority to make all necessary CEQA determinations, including whether an EIR, Negative Declaration, Mitigated Negative Declaration or exemption shall be required for any project. A subsidiary board or official's CEQA determination shall be subject to appeal as set forth above.

(Reference: State CEQA Guidelines, §§ 15061(e), 15074(f), 15090(b).)

2.05 PROJECTS RELATING TO DEVELOPMENT OF HAZARDOUS WASTE AND OTHER SITES.

An applicant for a development project must submit a signed statement to the City, as Lead Agency, stating whether the project and any alternatives are located on a site that is included in any list compiled by the Secretary for Environmental Protection of the California Environmental Protection Agency ("California EPA") listing hazardous waste sites and other specified sites located in the City's boundaries. The applicant's statement must contain the following information:

(a) The applicant's name, address, and phone number;
(b) Address of site, and local agency (city/county);
(c) Assessor's book, page, and parcel number; and
(d) The list which includes the site, identification number, and date of list.

Before accepting as complete an application for any development project as defined in Local Guidelines Section 11.17, the City, as Lead Agency, shall consult lists compiled by the Secretary for Environmental Protection of the California EPA pursuant to Government Code section 65962.5 listing hazardous waste sites and other specified sites located in the City's boundaries. When acting as Lead Agency, the City shall notify an applicant for a development project if the project site is located on such a list and not already identified. In the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration (see Local Guidelines Section 6.04) or the Notice of Preparation of Draft EIR (see Local Guidelines Section 7.03), the City shall specify the California EPA list, if any, that includes the project site, and shall provide the information contained in the applicant's statement.

(Reference: Gov. Code, § 65962.5.)

2.06 RESPONSIBLE AGENCY PRINCIPLE.

When a project is to be carried out or approved by more than one public agency, all public agencies other than the Lead Agency that have discretionary approval power over the project shall be identified as Responsible Agencies.

(Reference: State CEQA Guidelines, § 15381.)

2.07 DUTIES OF A RESPONSIBLE AGENCY.

When it is identified as a Responsible Agency, the City shall consider the environmental documents prepared or caused to be prepared by the Lead Agency and reach its own conclusions on whether and how to approve the project involved. The City shall also both respond to consultation and attend meetings as requested by the Lead Agency to assist the Lead Agency in preparing adequate environmental documents. The City should also review and comment on Draft EIRs, Negative Declarations, and Mitigated Negative Declarations. Comments shall be limited to those project activities that are within the City's area of expertise or are required to be carried out or approved by the City or are subject to the City's powers.

As a Responsible Agency, the City may identify significant environmental effects of a project for which mitigation is necessary. As a Responsible Agency, the City may submit to the Lead Agency proposed mitigation measures that would address those significant environmental effects. If mitigation measures are required, the City should submit to the Lead Agency complete and detailed performance objectives for such mitigation measures that would address the significant environmental effects identified, or refer the Lead Agency to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to the Lead Agency by the City, when acting as a Responsible Agency, shall be limited to measures that mitigate impacts to resources that are within the City's authority. For private projects, the City, as a Responsible Agency, may require the project proponent to provide such information as may be required and to reimburse the City for all costs incurred by it in reporting to the Lead Agency.

(Reference: State CEQA Guidelines, § 15096.)

2.08 RESPONSE TO NOTICE OF PREPARATION BY RESPONSIBLE AGENCIES.

Within thirty (30) days of receipt of a Notice of Preparation of an EIR, the City, as a Responsible Agency, shall specify to the Lead Agency the scope and content of the environmental information related to the City's area of statutory responsibility in connection with the proposed project. At a minimum, the response shall identify the significant environmental issues and possible alternatives and mitigation that the City, as a Responsible Agency, will need to have explored in the Draft EIR. Such information shall be specified in writing, shall be as specific as possible, and shall be communicated to the Lead Agency, by certified mail, email, or any other method of transmittal that provides it with a record that the response was received. The Lead Agency shall incorporate this information into the EIR.

(Reference: Pub. Resources Code, § 21080.4; State CEQA Guidelines, § 15103.)

2.09 USE OF FINAL EIR OR NEGATIVE DECLARATION BY RESPONSIBLE AGENCIES.

The City, as a Responsible Agency, shall consider the Lead Agency's Final EIR or Negative Declaration before acting upon or approving a proposed project. As a Responsible Agency, the City must independently review and consider the adequacy of the Lead Agency's environmental documents prior to approving any portion of the proposed project. In certain instances, the City, in its role as a Responsible Agency, may require that a Subsequent EIR or a Supplemental EIR be prepared to fully address those aspects of the project over which the City has approval authority. Mitigation measures and alternatives deemed feasible and relevant to the City's role in carrying out the project shall be adopted. Findings that are relevant to the City's role as a Responsible Agency shall be made. After the City decides to approve or carry out part of a project for which an EIR or negative declaration has previously been prepared by the Lead Agency, the City, as Responsible Agency, should file a Notice of Determination with the County Clerk within five (5) days of approval, but need not state that the Lead Agency's EIR or Negative Declaration complies with CEQA. The City, as Responsible Agency, should state that it considered the EIR or Negative Declaration as prepared by a Lead Agency.

(Reference: State CEQA Guidelines, § 15096.)

2.10 SHIFT IN LEAD AGENCY RESPONSIBILITIES.

The City, as a Responsible Agency, shall assume the role of the Lead Agency if any one of the following three conditions is met:

(a) The Lead Agency did not prepare any environmental documents for the project, and the statute of limitations has expired for a challenge to the action of the appropriate Lead Agency;

(b) The Lead Agency prepared environmental documents for the project, and all of the following conditions apply:

  (1) A Subsequent or Supplemental EIR is required;

  (2) The Lead Agency has granted a final approval for the project; and

  (3) The statute of limitations has expired for a challenge to the action of the appropriate Lead Agency; or

(c) The Lead Agency prepared inadequate environmental documents without providing public notice of a Negative Declaration or sending Notice of Preparation of an EIR to Responsible Agencies and the statute of limitations has expired for a challenge to the action of the appropriate Lead Agency.

(Reference: State CEQA Guidelines, § 15052.)

3. ACTIVITIES EXEMPT FROM CEQA

3.01 ACTIONS SUBJECT TO CEQA.

CEQA applies to discretionary projects proposed to be carried out or approved by public agencies such as the City. If the proposed activity does not come within the definition of "project" contained in Local Guidelines Section 11.58, it is not subject to environmental review under CEQA.

The term "project," as defined by CEQA, does not include:

(a) Proposals for legislation to be enacted by the State Legislature;
(b) Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, and general policy and procedure making (except as provided in Local Guidelines Section 11.58);
(c) The submittal of proposals to a vote of the people in response to a petition drive initiated by voters, or the enactment of a qualified voter-sponsored initiative under California Constitution Art. II, Section 11(a) and Election Code Section 9214;
(d) The creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project that may have a potentially significant physical impact on the environment. Government funding mechanisms may include, but are not limited to, assessment districts and community facilities districts;
(e) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
(f) Activities that do not result in a direct or reasonably foreseeable indirect physical change in the environment.

(Reference: State CEQA Guidelines, §§ 15060(c), 15378.)

3.02 MINISTERIAL ACTIONS.

Ministerial actions are not subject to CEQA review. A ministerial action is one that is approved or denied by a decision that a public official or a public agency makes that involves only the use of fixed standards or objective measurements without personal judgment or discretion.

When a project involves an approval that contains elements of both a ministerial and discretionary nature, the project will be deemed to be discretionary and subject to the requirements of CEQA. The decision whether the approval of a proposed project or activity is ministerial in nature may involve or require, to some extent, interpretation of the language of the legal mandate, and should be made on a case-by-case basis. The following is a non-exclusive list of examples of ministerial activities:

(a) Issuance of business licenses;
(b) Approval of final subdivision maps and final parcel maps;
(c) Approval of individual utility service connections and disconnections;
(d) Issuance of licenses;
(e) Issuance of a permit to do street work;

(f) Issuance of building permits where the Lead Agency does not retain significant discretionary power to modify or shape the project; and

(g) Until January 1, 2024, approval of an application to install an emergency standby generator to serve a macro cell tower where conditions set forth in Government Code section 65850.75 are met.

(Reference: State CEQA Guidelines, § 15268.)

3.03 EXEMPTIONS IN GENERAL.

CEQA and the State CEQA Guidelines exempt certain activities and provide that local agencies should further identify and describe certain exemptions. The requirements of CEQA and the obligation to prepare an EIR, Negative Declaration or Mitigated Negative Declaration generally do not apply to the exempt activities that are set forth in CEQA, the State CEQA Guidelines and Chapter 3 of these Local Guidelines.

(Reference: State CEQA Guidelines, §§ 15260 – 15332.)

3.04 NOTICE OF EXEMPTION.

After approval of an exempt project, a "Notice of Exemption" (Form "A") may be filed by the City or its representatives with the County Clerk of each county in which the activity will be located. The Notice of Exemption must be filed electronically with the County Clerk if that option is offered by the County Clerk. When the Lead Agency files a Notice of Exemption with the County Clerk, it must also file the Notice of Exemption with the State Clearinghouse in the Office of Land Use and Climate Innovation's CEQASubmit portal at https://ceqasubmit.lci.ca.gov, link effective as of April 8, 2025. After filing, the City must additionally post the Notice of Exemption on the City's website, if any. The City is generally not required to file a Notice of Exemption after approving a project that it finds exempt from CEQA, though there are circumstances where a Notice of Exemption must be filed. Please see Local Guidelines Section 3.12 for certain circumstances in which the Lead Agency is required to file a Notice of Exemption.

The filing of a Notice of Exemption, when appropriate, is recommended for City actions because it shortens the statute of limitations to challenge the City's exemption determination under CEQA from 180 days to 35 days. The County Clerk must post a Notice of Exemption within twenty-four (24) hours of receipt, and the Notice must remain posted for thirty (30) days. The 30 day posting requirement excludes the first day of posting and includes the last day of posting. On the 30th day, the Notice of Exemption must be posted for the entire day. Although no California Department of Fish and Wildlife ("DFW") filing fee is applicable to exempt projects, most counties customarily charge a documentary handling fee to pay for record keeping on behalf of the DFW. Refer to the Index in the County Clerk Memo to determine if such a fee will be required for the project.

The Notice of Exemption must, among other things, identify the person undertaking the project, including any person undertaking an activity that receives financial assistance from the City as part of the project or the person receiving a lease, permit, license, certificate, or other entitlement for use from the City as part of the project. Certain counties require the name and

address of an applicant to be included in the "Project Applicant" box of the Notice of Exemption, even when the only project proponent is the City; in these counties, if the City is the only project proponent, the City's name and address should be provided in the "Project Applicant" box of the Notice of Exemption. Check the county's requirements before submitting the Notice of Exemption for filing and posting.

The Notice of Exemption may be filed by the project applicant, rather than the Lead Agency, in certain circumstances. Specifically, the Lead Agency may direct the project applicant to file the Notice of Exemption where the activity that the Lead Agency has determined is exempt from CEQA either:

(a) is undertaken by a *person* (not a public agency) and is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies; or

(b) involves the issuance to a *person* (not a public agency) of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

(See Pub. Resources Code §§21065 (b), (c), 21152). Where the Notice of Exemption is filed by a project applicant rather than the Lead Agency, the applicant must attach a Certificate of Determination to the Notice of Exemption to be filed. The Certificate of Determination may be in the form of a certified copy of an existing document or record of the Lead Agency. Alternatively, the Lead Agency may prepare a Certificate of Determination (see Form "B") stating that the activity is exempt from CEQA, and the Lead Agency may provide the Certificate of Determination to the applicant. The applicant must attach the Certificate of Determination to the Notice of Exemption to be filed.

(Reference: Pub. Resources Code, § 21152; State CEQA Guidelines, § 15062.)

3.05 DISAPPROVED PROJECTS.

CEQA does not apply to projects that the Lead Agency rejects or disapproves. Even if a project for which an EIR, Negative Declaration, or Mitigated Negative Declaration has been prepared is ultimately disapproved, the project applicant shall not be relieved of its obligation to pay the costs incurred to prepare the EIR, Negative Declaration, or Mitigated Negative Declaration for the project.

(Reference: State CEQA Guidelines, §§ 15061(b)(4), 15270.)

3.06 PROJECTS WITH NO POSSIBILITY OF SIGNIFICANT EFFECT.

Where it can be seen with absolute certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA.

(Reference: State CEQA Guidelines, § 15061(b)(3).)

3.07 EMERGENCY PROJECTS.

The following types of emergency projects are exempt from CEQA (the term "emergency" is defined in Local Guidelines Section 11.20):

(a) Work in a disaster-stricken area in which a state of emergency has been proclaimed by the Governor pursuant to Section 8550 of the Government Code. This includes projects that will remove, destroy, or significantly alter a historical resource when that resource represents an imminent threat to the public of bodily harm or of damage to adjacent property or when the project has received a determination by the State Office of Historic Preservation pursuant to Section 5028(b) of the Public Resources Code.

(b) Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety, or welfare. Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency.

(c) Projects necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety, or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.

(d) Projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore an existing highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, provided that the project is within the existing right of way of that highway and is initiated within one year of the damage occurring. Highway shall have the same meaning as defined in Section 360 of the Vehicle Code. This exemption does not apply to highways designated as official state scenic highways, nor to any project undertaken, carried out, or approved by a public agency to expand or widen a highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide.

(e) Seismic work on highways and bridges pursuant to Streets and Highways Code section 180.2.

(Reference: State CEQA Guidelines, § 15269.)

3.08 FEASIBILITY AND PLANNING STUDIES.

A project that involves only feasibility or planning studies for possible future actions which the City has not yet approved, adopted, or funded is exempt from CEQA.

(Reference: State CEQA Guidelines, § 15262.)

3.09 RATES, TOLLS, FARES, AND CHARGES.

The establishment, modification, structuring, restructuring or approval of rates, tolls, fares or other charges by the City that the City finds are for one or more of the purposes listed below are exempt from CEQA.

(a) Meeting operating expenses, including employee wage rates and fringe benefits;
(b) Purchasing or leasing supplies, equipment or materials;
(c) Meeting financial reserve needs and requirements; or
(d) Obtaining funds for capital projects necessary to maintain service within existing service areas.

When the City determines that one of the aforementioned activities pertaining to rates, tolls, fares, or charges is exempt from the requirements of CEQA, it shall incorporate written findings setting forth the specific basis for the claim of exemption in the record of any proceeding in which such an exemption is claimed.

(Reference: State CEQA Guidelines, § 15273.)

3.10 PIPELINES WITHIN A PUBLIC RIGHT-OF-WAY AND LESS THAN ONE MILE IN LENGTH.

Projects that are for the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline and that are:

(a) in a public street or highway or any other public right-of-way; and
(b) less than one mile in length

shall be exempt from CEQA requirements. See Public Resources Code section 21080.21.

"Pipeline" includes subsurface facilities but does not include any surface facility related to the operation of the underground facility.

(Reference: Public Resources Code, § 21080.21.)

3.11 PIPELINES OF LESS THAN EIGHT MILES IN LENGTH.

Projects that are for the inspection, maintenance, repair, restoration, reconditioning, relocation, replacement, or removal of an existing pipeline, or any valve, flange, meter, or other piece of equipment that is directly attached to the pipeline shall be exempt from CEQA requirements if all of the following conditions are met:

(a) The project is less than eight miles in length.
(b) Notwithstanding the project length, actual construction and excavation activities undertaken to achieve the maintenance, repair, restoration, reconditioning, relocation, replacement, or removal of an existing pipeline are not undertaken over a length of more than one-half mile at any one time.
(c) The project consists of a section of pipeline that is not less than eight miles from any section of pipeline that has been subject to an exemption pursuant to CEQA in the past 12 months.
(d) The project is not solely for the purpose of excavating soil that is contaminated by hazardous materials, and, to the extent not otherwise expressly required by law, the party undertaking the project immediately informs the lead agency of the discovery of contaminated soil.

(e) To the extent not otherwise expressly required by law, the person undertaking the project has, in advance of undertaking the project, prepared a plan that will result in notification of the appropriate agencies so that they may take action, if determined to be necessary, to provide for the emergency evacuation of members of the public who may be located in close proximity to the project.

(f) Project activities are undertaken within an existing right-of-way and the right-of-way is restored to its condition prior to the project.

(g) The project applicant agrees to comply with all conditions otherwise authorized by law, imposed by the city or county planning department as part of any local agency permit process, that are required to mitigate potential impacts of the proposed project, and to otherwise comply with the Keene-Nejedly California Wetlands Preservation Act (Chapter 7 (commencing with Section 5810) of Division 5), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), and other applicable state laws, and with all applicable federal laws.

If a project meets all of the requirements for this exemption, the person undertaking the project shall do all of the following:

(a) Notify, in writing, any affected public agency, including, but not limited to, any public agency having permit, land use, environmental, public health protection, or emergency response authority of this exemption.

(h) Provide notice to the public in the affected area in a manner consistent with paragraph (3) of Public Resources Code section 21092(b).

(i) In the case of private rights-of-way over private property, receive from the underlying property owner permission for access to the property.

(j) Comply with all conditions otherwise authorized by law, imposed by the city or county planning department as part of any local agency permit process, that are required to mitigate potential impacts of the proposed project, and otherwise comply with the Keene-Nejedly California Wetlands Preservation Act (Chapter 7 (commencing with Section 5810) of Division 5), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), and other applicable state laws, and with all applicable federal laws.

This exemption does not apply to a project in which the diameter of the pipeline is increased or to a project undertaken within the boundaries of an oil refinery.

For purposes of this exemption, the following definitions apply:

(a) "Pipeline" includes every intrastate pipeline used for the transportation of hazardous liquid substances or highly volatile liquid substances, including a common carrier pipeline, and all piping containing those substances located within a refined products bulk loading facility which is owned by a common carrier and is served by a pipeline of that common carrier, and the common carrier owns and serves by pipeline at least five such facilities in the state. "Pipeline" does not include the following:

    (1) An interstate pipeline subject to Part 195 of Title 49 of the Code of Federal Regulations.

(2) A pipeline for the transportation of a hazardous liquid substance in a gaseous state.
(3) A pipeline for the transportation of crude oil that operates by gravity or at a stress level of 20 percent or less of the specified minimum yield strength of the pipe.
(4) Transportation of petroleum in onshore gathering lines located in rural areas.
(5) A pipeline for the transportation of a hazardous liquid substance offshore located upstream from the outlet flange of each facility on the Outer Continental Shelf where hydrocarbons are produced or where produced hydrocarbons are first separated, dehydrated, or otherwise processed, whichever facility is farther downstream.
(6) Transportation of a hazardous liquid by a flow line.
(7) A pipeline for the transportation of a hazardous liquid substance through an onshore production, refining, or manufacturing facility, including a storage or in plant piping system associated with that facility.
(8) Transportation of a hazardous liquid substance by vessel, aircraft, tank truck, tank car, or other vehicle or terminal facilities used exclusively to transfer hazardous liquids between those modes of transportation.

(Reference: State CEQA Guidelines, § 15284.)

3.12 CERTAIN RESIDENTIAL HOUSING PROJECTS.

CEQA does not apply to the construction, conversion, or use of residential housing if the project meets all of the general requirements described in Section A below and satisfies the specific requirements for any one of the following three categories: (1) agricultural housing (Section B below), (2) affordable housing projects in urbanized areas (Section C below), or (3) affordable housing projects near major transit stops (Section D below).

A. General Requirements. The construction, conversion, or use of residential housing units affordable to low-income households (as defined in Local Guidelines Section 11.37) located on an infill site in an urbanized area is exempt from CEQA if all of the following general requirements are satisfied:

(1) The project is consistent with:

(a) Any applicable general plan, specific plan, or local coastal program, including any mitigation measures required by such plan or program, as that plan or program existed on the date that the application was deemed complete; and
(b) Any applicable zoning ordinance, as that zoning ordinance existed on the date that the application was deemed complete. However, the project may be inconsistent with zoning if the zoning is inconsistent with the general plan and the project site has not been rezoned to conform to the general plan;

(2) Community level environmental review has been adopted or certified;

(3) The project and other projects approved prior to the approval of the project can be adequately served by existing utilities, and the project applicant has paid, or has committed to pay, all applicable in-lieu or development fees;

(4) The project site meets all of the following four criteria relating to biological resources:

(a) The project site does not contain wetlands;
(b) The project site does not have any value as a wildlife habitat;
(c) The project does not harm any species protected by the federal Endangered Species Act of 1973, the Native Plant Protection Act, or the California Endangered Species Act; and
(d) The project does not cause the destruction or removal of any species protected by a local ordinance in effect at the time the application for the project was deemed complete;

(5) The site is not included on any list of facilities and sites compiled pursuant to Government Code section 65962.5;

(6) The project site is subject to a preliminary endangerment assessment prepared by a registered environmental assessor to determine the existence of any release of a hazardous substance on the site and to determine the potential for exposure of future occupants to significant health hazards from any nearby property or activity. In addition, the following steps must have been taken in response to the results of this assessment:

(a) If a release of a hazardous substance is found to exist on the site, the release shall be removed or any significant effects of the release shall be mitigated to a level of insignificance in compliance with state and federal requirements; or
(b) If a potential for exposure to significant hazards from surrounding properties or activities is found to exist, the effects of the potential exposure shall be mitigated to a level of insignificance in compliance with state and federal requirements;

(7) The project does not have a significant effect on historical resources pursuant to Section 21084.1 of the Public Resources Code (see Local Guidelines Section 11.28);

(8) The project site is not subject to wildland fire hazard, as determined by the Department of Forestry and Fire Protection; unless the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a wildland fire hazard;

(9) The project site does not have an unusually high risk of fire or explosion from materials stored or used on nearby properties;

(10) The project site does not present a risk of a public health exposure at a level that would exceed the standards established by any state or federal agency;

(11) Either the project site is not within a delineated earthquake fault zone, or a seismic hazard zone, as determined pursuant to Section 2622 and 2696 of the Public Resources Code respectively, or the applicable general plan or zoning ordinance contains provisions to mitigate the risk of an earthquake or seismic hazard;

(12) Either the project site does not present a landslide hazard, flood plain, flood way, or restriction zone, or the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a landslide or flood;

(13) The project site is not located on developed open space;

(14) The project site is not located within the boundaries of a state conservancy;

(15) The project site has not been divided into smaller projects to qualify for one or more of the exemptions for affordable housing, agricultural housing, or residential infill housing projects found in the subsequent sections; and

(16) The project meets the requirements set forth in either Public Resources Code sections 21159.22, 21159.23 or 21159.24.

(Reference: State CEQA Guidelines, § 15192.)

B. Specific Requirements for Agricultural Housing. (Public Resources Code sections 21084 and 21159.22, and State CEQA Guidelines section 15192.) CEQA does not apply to the construction, conversion, or use of residential housing for agricultural employees that meets all of the general requirements described above in Section A and meets the following additional criteria:

(1) The project either:

(a) Is affordable to lower income households, lacks public financial assistance, and the developer has provided sufficient legal commitments to ensure the continued availability and use of the housing units for lower income households for a period of at least fifteen (15) years; or

(b) If public financial assistance exists for the project, then the project must be housing for very low-, low-, or moderate-income households and the developer of the project has provided sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units for low- and moderate-income households for a period of at least fifteen (15) years;

(2) The project site is adjacent on at least two sides to land that has been developed and the project consists of not more than forty-five (45) units or provides dormitories, barracks, or other group-living facilities for a total of forty-five (45) or fewer agricultural employees, and either:

(a) The project site is within incorporated city limits or within a census-defined place with a minimum population density of at least five thousand (5,000) persons per square mile; or

(b) The project site is within incorporated city limits or within a census-defined place and the minimum population density of the census-defined place is at least one thousand (1,000) persons per square mile, unless the Lead Agency determines that there is a reasonable possibility that the project, if completed, would have a significant effect on the environment due to unusual circumstances or that the cumulative effects of successive projects of the same type in the same area would, over time, be significant;

(3) If the project is located on a site zoned for general agricultural use, it must consist of twenty (20) or fewer units, or, if the housing consists of dormitories, barracks, or other group-living facilities, the project must not provide housing for more than twenty (20) agricultural employees; and

(4) The project is not more than two (2) acres in area if the project site is located in an area with a population density of at least one thousand (1,000) persons per square mile, and is not more than five (5) acres in area for all other project sites.

(Reference: Pub. Resources Code, §§ 21084, 21159.22; State CEQA Guidelines, §§ 15192, 15193.)

C. Specific Requirements for Affordable Housing Projects in Urbanized Areas. (Reference: Public Resources Code sections 21083 and 21159.23, and State CEQA Guidelines section 15194.) CEQA does not apply to any development project that consists of the construction, conversion, or use of residential housing consisting of one hundred (100) or fewer units that are affordable to low-income households if all of the general requirements described in Section A above are satisfied and the following additional criteria are also met:

(1) The developer of the project provides sufficient legal commitments to the local agency to ensure the continued availability and use of the housing units for lower income households for a period of at least thirty (30) years, at monthly housing costs deemed to be "affordable rent" for lower income, very low income, and extremely low income households, as determined pursuant to Section 50053 of the Health and Safety Code;

(2) The project site meets one of the following conditions:

(a) Has been previously developed for qualified urban uses;
(b) Is immediately adjacent to parcels that are developed with qualified urban uses; or
(c) At least 75% of the perimeter of the site adjoins parcels that are developed with qualified urban uses and the remaining 25% of the perimeter of the site adjoins parcels that have previously been developed for qualified urban uses, the site has not been developed for urban uses and no parcel within the site has been created within ten (10) years prior to the proposed development of the site;

(3) The project site is not more than five (5) acres in area; and

(4) The project site meets one of the following requirements regarding population density:

(a) The project site is within an urbanized area or within a census-defined place with a population density of at least five thousand (5,000) persons per square mile;
(b) If the project consists of fifty (50) or fewer units, the project site is within an incorporated city with a population density of at least twenty-five hundred (2,500) persons per square mile and a total population of at least twenty-five thousand (25,000) persons; or
(c) The project site is within either an incorporated city or a census-defined place with a population density of one thousand (1,000) persons per square mile, unless there is a reasonable possibility that the project would have a significant effect on the environment due to unusual circumstances or due to the related or cumulative impacts of reasonably foreseeable projects in the vicinity of the project.

(Reference: Pub. Resources Code, §§ 21083, 21159.23; State CEQA Guidelines, § 15194.)

D. Specific Requirements for Affordable Housing Projects Near Major Transit Stops.

(a) Except as provided in subdivision (b), CEQA does not apply to a project if all of the following criteria are met:

1. The project is a residential project on an infill site.

2. The project is located within an urbanized area.

3. The project satisfies the criteria of Section 21159.21, described above in Section A.

4. Within five years of the date that the application for the project is deemed complete pursuant to Section 65943 of the Government Code, community-level environmental review was certified or adopted.

5. The site of the project is not more than four acres in total area.

6. The project does not contain more than 100 residential units.

7. Either of the following criteria (subdivision a or subdivision b) are met:

   a. (1) At least 10 percent of the housing is sold to families of moderate income, or not less than 10 percent of the housing is rented to families of low income, or not less than 5 percent of the housing is rented to families of very low income.

      (2) The project developer provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units for very low-, low-, and moderate-income households at monthly housing costs determined pursuant to paragraph (3) of the subdivision (h) of Section 65589.5 of the Government Code.

   b. The project developer has paid or will pay in-lieu fees pursuant to a local ordinance in an amount sufficient to result in the development of an equivalent number of units that would otherwise be required pursuant to subparagraph 7.a.

8. The project is within one-half mile of a major transit stop.

9. The project does not include any single level building that exceeds 100,000 square feet.

10. The project promotes higher density infill housing. A project with a density of at least 20 units per acre shall be conclusively presumed to promote higher density infill housing. A project with a density of at least 10 units per acre and a density greater than the average density of the residential properties within 1,500 feet shall be presumed to promote higher density housing unless the preponderance of the evidence demonstrates otherwise.

(b) Notwithstanding subdivision (a) above, the Exemption for Affordable Housing Projects near Major Transit Stops does not apply if any one of the following criteria is met:

1. There is a reasonable possibility that the project will have a project-specific, significant effect on the environment due to unusual circumstances;
2. Substantial changes have occurred since community-level environmental review was adopted or certified with respect to the circumstances under which the project is being undertaken, and those changes are related to the project; or
3. New information regarding the circumstances under which the project is being undertaken has become available, and that new information is related to the project and was not known and could not have been known at the time of the community-level environmental review.

(c) If a project satisfies the criteria described above in Section 3.12D(a), but is not exempt from CEQA as a result of satisfying the criteria described in Section 3.12D(b), the analysis of the environmental effects of the project in the EIR or the negative declaration for the project shall be limited to an analysis of the project-specific effects of the project and any effects identified pursuant to Paragraph 2 or 3 of Section 3.12D(b), above.

(Reference: Pub. Resources Code, §§ 21083, 21159.24; State CEQA Guidelines, § 15195.)

E. Whenever the Lead Agency determines that a project is exempt from environmental review based on Public Resources Code sections 21159.22 [Section 3.12B of these Local Guidelines], 21159.23 [Section 3.12C of these Local Guidelines], or 21159.24 [Section 3.12D of these Local Guidelines], Staff and/or the proponent of the project shall file a Notice of Exemption with the Office of Land Use and Climate Innovation within five (5) working days after the approval of the project.

(Reference: State CEQA Guidelines, § 15196.)

3.13 MINOR ALTERATIONS TO FLUORIDATE WATER UTILITIES.

Minor alterations to water utilities made for the purpose of complying with the fluoridation requirements of Health and Safety Code sections 116410 and 116415 or regulations adopted thereunder are exempt from CEQA.

(Reference: State CEQA Guidelines, § 15282(m).)

3.14 BALLOT MEASURES.

The definition of project in the State CEQA Guidelines specifically excludes the submittal of proposals to a vote of the people of the state or of a particular community. This exemption does not apply to the public agency that sponsors the initiative. When a governing body makes a

decision to put a measure on the ballot, that decision may be discretionary and therefore subject to CEQA. In contrast, the enactment of a qualified voter-sponsored initiative under California Constitution Art. II, Section 11(a) and Election Code Section 9214 is not a project and therefore is not subject to CEQA review.

(Reference: Local Guidelines Section 3.01; State CEQA Guidelines, § 15378(b)(3).)

3.15 TRANSIT PRIORITY PROJECT.

Exemption: Transit Priority Projects (see Local Guidelines Section 11.76) that are consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a Sustainable Community Strategy or an alternative planning strategy may be exempt from CEQA. To qualify for the exemption, the decision-making body must hold a hearing and make findings that the project meets all of Public Resources Code section 21155.1's environmental, housing, and public safety conditions and requirements.

Streamlined Review: A Transit Priority Project that has incorporated all feasible mitigation measures, performance standards or criteria set forth in a prior environmental impact report, may be eligible for streamlined environmental review. For a complete description of the requirements for this streamlined review see Public Resources Code section 21155.2. Similarly, the environmental review for a residential or mixed use residential project may limit, or entirely omit, its discussion of growth-inducing impacts or impacts from traffic on global warming under certain limited circumstances. Note, however, that impacts from other sources of greenhouse gas emissions would still need to be analyzed. For complete requirements see Public Resources Code section 21159.28.

Note that neither the exemption nor the streamlined review will apply until: (1) the applicable Metropolitan Planning Organization prepares and adopts a Sustainable Communities Strategy or alternative planning strategy for the region; and (2) the California Air Resources Board has accepted the Metropolitan Planning Organization's determination that the Sustainable Communities Strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets adopted for the region.

(Reference: Pub. Resources Code, §§ 21155.1, 21151.2, 21159.28.)

3.16 ROADWAY IMPROVEMENTS.

CEQA does not apply to a project or an activity to repair, maintain, or make minor alterations to an existing roadway, as defined in Local Guidelines Section 11.64, if all of the following conditions are met:

A. General Requirements:

(1) The project is carried out by a city or county with a population of less than 100,000 persons to improve public safety.

(2) The project does not cross a waterway as defined in Local Guidelines Section 11.84.

(3) The project involves negligible or no expansion of an existing use beyond that existing at the time of the lead agency's determination.
(4) The roadway is not a state roadway.
(5) The site of the project does not contain wetlands or riparian areas, and does not have "significant value as a wildlife habitat" (as defined in Local Guidelines Section 11.66) and the project does not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), and the project does not cause the destruction or removal of any species protected by a local ordinance.
(6) The project does not impact cultural resources.
(7) The roadway does not affect scenic resources, as provided pursuant to subdivision (c) of Section 21084 of the Public Resources Code.

B. Prior to determining that a project is exempt pursuant to this section, the lead agency shall do both of the following:

(1) Include measures in the project to mitigate potential vehicular traffic and safety impacts and bicycle and pedestrian safety impacts.
(2) Hold a noticed public hearing on the project to hear and respond to public comments. The hearing on the project may be conducted with another noticed lead agency public hearing. Publication of the notice shall be no fewer times than required by Section 6061 of the Government Code, by the public agency in a newspaper of general circulation in the area.

C. Whenever the local agency determines that a project is not subject to this exemption, and it approves or determines to or carry out that project, the local agency shall file a notice with the Office of Land Use and Climate Innovation, and with the county clerk in the manner specified in subdivisions (b) and (c) of Public Resources Code section 21152.

3.17 CERTAIN INFILL PROJECTS

(a) (1) If an environmental impact report was certified for a planning level decision of the city or county, the application of CEQA to the approval of an infill project shall be limited to the effects on the environment that (A) are specific to the project or to the project site and were not addressed as significant effects in the prior environmental impact report or (B) substantial new information shows the effects will be more significant than described in the prior environmental impact report. The attached Form "S" shall be used for this determination. A lead agency's determination pursuant to this section shall be supported by substantial evidence.

(2) An effect of a project upon the environment shall not be considered a specific effect of the project or a significant effect that was not considered significant in a prior environmental impact report, or an effect that is more significant than was described in the prior environmental

impact report if uniformly applicable development policies or standards adopted by the city, county, or the lead agency, would apply to the project and the lead agency makes a finding, based upon substantial evidence, that the development policies or standards will substantially mitigate that effect.

(b) If an infill project would result in significant effects that are specific to the project or the project site, or if the significant effects of the infill project were not addressed in the prior environmental impact report, or are more significant than the effects addressed in the prior environmental impact report, and if a mitigated negative declaration or a sustainable communities environmental assessment could not be otherwise adopted, an environmental impact report prepared for the project analyzing those effects shall be limited as follows:

(1) Alternative locations, densities, and building intensities to the project need not be considered.

(2) Growth inducing impacts of the project need not be considered.

(c) This section applies to an infill project that satisfies both of the following:

(1) The project satisfies any of the following:

A) Is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the State Air Resources Board, pursuant to subparagraph (H) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code, has accepted a metropolitan planning organization's determination that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets.

(B) Consists of a small walkable community project located in an area designated by a city for that purpose.

(C) Is located within the boundaries of a metropolitan planning organization that has not yet adopted a sustainable communities strategy or alternative planning strategy, and the project has a residential density of at least 20 units per acre or a floor area ratio of at least 0.75.

(2) Satisfies all applicable statewide performance standards contained in the guidelines adopted pursuant to Public Resources Code section 21094.5.5 (Form “R”).

(d) This section applies after the Secretary of the Natural Resources Agency adopts and certifies the guidelines establishing statewide standards pursuant to Public Resources Code section 21094.5.5.

(e) For the purposes of this section, the following terms mean the following:

(1) “Infill project” means a project that meets the following conditions:

(A) Consists of any one, or combination, of the following uses:

(i) Residential.

(ii) Retail or commercial, where no more than one-half of the project area is used for parking.

(iii) A transit station.

(iv) A school.

(v) A public office building.

(B) Is located within an urban area on a site that has been previously developed, or on a vacant site where at least 75 percent of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with qualified urban uses.

(2) "Planning level decision" means the enactment or amendment of a general plan, community plan, specific plan, or zoning code.

(3) "Prior environmental impact report" means the environmental impact report certified for a planning level decision, as supplemented by any subsequent or supplemental environmental impact reports, negative declarations, or addenda to those documents.

(4) "Small walkable community project" means a project that is in an incorporated city, which is not within the boundary of a metropolitan planning organization and that satisfies the following requirements:

(A) Has a project area of approximately one-quarter mile diameter of contiguous land completely within the existing incorporated boundaries of the city.

(B) Has a project area that includes a residential area adjacent to a retail downtown area.

(C) The project has a density of at least eight dwelling units per acre or a floor area ratio for retail or commercial use of not less than 0.50.

(5) "Urban area" includes either an incorporated city or an unincorporated area that is completely surrounded by one or more incorporated cities that meets both of the following criteria:

(A) The population of the unincorporated area and the population of the surrounding incorporated cities equal a population of 100,000 or more.

(B) The population density of the unincorporated area is equal to, or greater than, the population density of the surrounding cities.

(Reference: Pub. Resources Code, § 21094.5.)

3.18 EXEMPTION FOR RESIDENTIAL OR MIXED-USE HOUSING PROJECTS

CEQA does not apply to residential or mixed-used housing projects, located in unincorporated areas of a county, that meet the requirements set forth below. For purposes of this section, "residential or mixed-use housing project" means a project consisting of multifamily residential uses only or a mix of multifamily residential and nonresidential uses, with at least two-thirds of the square footage of the development designated for residential use.

This exemption shall apply to a residential or mixed-use housing project if all of the following conditions are met:

(1) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with the applicable zoning designation and regulations.

(2) (A)The public agency approving or carrying out the project determines, based upon substantial evidence, that the density of the residential portion of the project is not less than the greater of the following:

a. The average density of the residential properties that adjoin, or are separated only by an improved public right-of-way from, the perimeter of the project site, if any.

b. The average density of the residential properties within 1,500 feet of the project site.

c. Six dwelling units per acre.

(B) The residential portion of the project is a multifamily housing development that contains six or more residential units.

(3) The proposed development occurs within an unincorporated area of a county on a project site of no more than five acres substantially surrounded by qualified urban uses. "Substantially surrounded" means (1) at least 75 percent of the perimeter of the project site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with qualified urban uses; and (2) the remainder of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that have been designated for qualified urban uses in a zoning, community plan, or general plan for which an environmental impact report was certified.

(4) The project site has no value as habitat for endangered, rare, or threatened species.

(5) Approval of the project would not result in any significant effects relating to transportation, noise, air quality, greenhouse gas emissions, or water quality.

(6) The site can be adequately served by all required utilities and public services.

(7) The project is located on a site that is a legal parcel or parcels wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

The exemption does not apply to the project if any of the following conditions exist: (1) the cumulative impact of successive projects of the same type in the same place over time is significant; (2) there is a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances; (3) the project may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway; (4) the project is located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; (5) the project may cause a substantial adverse change in the significance of a historical resource; or (6) the project may cause a substantial adverse impact to tribal cultural resources.

If the lead agency determines that a project is not subject to this division pursuant to this section and it determines to approve or carry out the project, the lead agency shall file a notice of exemption with the Office of Land Use and Climate Innovation and with the county clerk in the county in which the project will be located.

This section shall remain in effect only until January 1, 2032, and as of that date is repealed.

(Reference: Pub. Res. Code, § 21159.25)

3.19 EXEMPTION FOR INFILL PROJECTS IN TRANSIT PRIORITY AREAS

A residential or mixed-use project, or a project with a floor area ratio of at least 0.75 on commercially-zoned property, including any required subdivision or zoning approvals, is exempt from CEQA if the project satisfies the following criteria:

- The project is located within a transit priority area as defined in Section 11.74 below;
- The project is consistent with an applicable specific plan for which an environmental impact report was certified; and
- The project is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the State Air Resources Board has accepted the determination that the sustainable communities strategy or the alternative planning strategy would achieve the applicable greenhouse gas emissions reduction targets.

Further environmental review shall be required for a project meeting the above criteria only if one of the events specified in Section 8.04 below occurs.

(Reference: State CEQA Guidelines, § 15182(b).)

3.20 EXEMPTION FOR RESIDENTIAL PROJECTS UNDERTAKEN PURSUANT TO A SPECIFIC PLAN

Where a public agency has prepared an EIR for a specific plan after January 1, 1980, a residential project undertaken pursuant to and in conformity with that specific plan is generally exempt from CEQA. Residential projects covered by this section include, but are not limited to, land subdivisions, zoning changes, and residential planned unit developments.

Further environmental review shall be required for a project meeting the above criteria only if, after the adoption of the specific plan, one of the events specified in Section 8.04 below occurs. In that circumstance, this exemption shall not apply until the city or county which adopted the specific plan completes a subsequent EIR or a supplement to an EIR on the specific plan. The exemption provided by this section shall again be available to residential projects after the Lead Agency has filed a Notice of Determination on the specific plan as reconsidered by the subsequent EIR or supplement to the EIR.

(Reference: State CEQA Guidelines, § 15182(c).)

3.21 TRANSIT PRIORITIZATION PROJECTS.

CEQA exempts the following projects when (i) the project is carried out by a local agency that is the lead agency for the project; (ii) the project does not induce single-occupancy vehicle trips, add additional highway lanes, widen highways, or add physical infrastructure or striping to highways except for minor modifications needed for efficient and safe movement of transit vehicles, bicycles, or high-occupancy vehicles, such as extended merging lanes, shoulder improvements, or improvements to the roadway within the existing right of way; (iii) the project does not include the addition of any auxiliary lanes; and (iv) the construction of the project shall not require the demolition of affordable housing units:

(1) Pedestrian and bicycle facilities—including bicycle parking, bicycle sharing facilities, and bikeways as defined in Section 890.4 of the Streets and Highways Code—that improve safety, access, or mobility, including new facilities, within the public right-of-way;

(2) Projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians within the public right-of-way;

(3) Transit prioritization projects, which are defined to mean any of the following transit project types on highways or in the public right-of-way:

(a) Signal and sign changes, such as signal coordination, signal timing modifications, signal modifications, or the installation of traffic signs or new signals;

(b) The installation of wayside technology and onboard technology;

(c) The installation of ramp meters;

(d) The conversion to dedicated transit lanes, including transit queue jump or bypass lanes, shared turning lanes and turn restrictions, the narrowing of lanes to allow for dedicated transit lanes or transit reliability improvements, or the widening of existing transit travel lanes by removing or restricting street parking; and

(e) Transit stop access and safety improvements, including, but not limited to, the installation of transit bulbs and the installation of transit boarding islands.

(4) A project for the designation and conversion of general purpose lanes to high-occupancy vehicle lanes or bus-only lanes, or highway shoulders to part-time transit lanes, for use either during peak congestion hours or all day on highways with existing public transit service or where a public transit agency will be implementing public transit service as identified in a short range transit plan.

(5) A project for the institution or increase of bus rapid transit, bus, or light rail service, including the construction or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission, near-zero emission, low oxide of nitrogen engine, compressed natural gas fuel, fuel cell, or hybrid powertrain buses or light rail vehicles, on existing public rights-of-way or existing highway rights-of-way, whether or not the right-of-way is in use for public mass transit. The project shall be located on a site that is wholly within the boundaries of an urbanized area or urban cluster, as designated by the United State Census Bureau.

(6) A public project for the institution or increase of passenger rail service, other than light rail service eligible under paragraph (5), including the construction or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains. The project shall be located entirely within an existing rail right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for passenger rail transit.

(7) A project to construct or maintain infrastructure to charge or refuel zero-emission transit buses, provided the project is carried out by a public transit agency that is subject to, and in compliance with, the State Air Resources Board's Innovative Clean Transit regulations (Article 4.3 (commencing with Section 2023) of Chapter 1 of Division 3 of Title 13 of the California Code of Regulations) and the project is located on property owned by the transit agency or within an existing public right-of-way.

A lead agency applying an exemption pursuant to this paragraph for hydrogen refueling infrastructure or facilities necessary to refuel or maintain zero-emission public transit buses, trains, or ferries shall hold a noticed public hearing and give notice of the meeting consistent with Public Resources Code section 21080.25(b)(6)(B).

(8) The maintenance, repair, relocation, replacement, or removal of any utility infrastructure associated with a project identified in paragraphs (1) to (6), inclusive.

(9) A project that consists exclusively of a combination of any of the components of a project identified in paragraphs (1) to (7), inclusive.

(10) A planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs.

Additional conditions apply to a project otherwise exempt under this section if the project exceeds fifty million dollars ($50,000,000), as set forth in Public Resources Code section 21080.25(d)-(e).

Moreover, a project exempt under this section may be subject to certain labor requirements, including that the project be completed by a skilled and trained workforce, as set forth in Public Resources Code section 21080.25(f).

If the District determines that a project is not subject to CEQA pursuant to this section and approves that project, the District must file a Notice of Exemption with both the Office of Land Use and Climate Innovation and the County Clerk of the county in which the project is located.

This exemption shall remain in effect only until January 1, 2030, and as of that date it will be repealed. (Reference: Pub. Resources Code, § 21080.25.)

3.22 TRANSPORTATION PLANS, PEDESTRIAN PLANS, AND BICYCLE TRANSPORTATION PLANS.

CEQA does not apply to an active transportation plan, a pedestrian plan, or a bicycle transportation plan for restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles. An active transportation plan or pedestrian plan is encouraged to include the consideration of environmental factors, but that consideration does not inhibit or preclude the application of this section.

An individual project that is part of an active transportation plan or pedestrian plan remains subject to CEQA unless another exemption applies to that project.

Before determining that a project is exempt pursuant to this section, the Lead Agency must hold noticed public hearings in areas affected by the project to hear and respond to public comments. Publication of the notice must comply with Government Code section 6061 and be in a newspaper of general circulation in the area affected by the proposed project.

If the District determines that a project is not subject to CEQA pursuant to this section and approves that project, the District must file a Notice of Exemption with both the Office of Land Use and Climate Innovation and the County Clerk of the county in which the project is located.

For purposes of this section, the following definitions apply:

(1) "Active transportation plan" means a plan developed by a local jurisdiction that promotes and encourages people to choose walking, bicycling, or rolling through the creation of safe, comfortable, connected, and accessible walking, bicycling, or rolling networks, and encourages alternatives to single-occupancy vehicle trips.

(2) "Pedestrian plan" means a plan developed by a local jurisdiction that establishes a comprehensive, coordinated approach to improving pedestrian infrastructure and safety.

This exemption shall remain in effect only until January 1, 2030, and as of that date it will be repealed. (Reference: Pub. Resources Code, § 21080.20.)

3.23 WATER SYSTEM WELLS AND DOMESTIC WELL PROJECTS.

CEQA does not apply to the construction, maintenance, repair, or replacement of a well or a domestic well that meets all of the following conditions:

(1) The domestic well or water system to which the well is connected has been designated by the State Water Resources Control Board ("State Board") as high risk or medium risk in the State Board's drinking water needs assessment;

(2) The well project is designed to mitigate or prevent a failure of the well or the domestic well that would leave residents that rely on the well, the water system to which the well is connected, or the domestic well without an adequate supply of safe drinking water;

(3) The lead agency determines all of the following:

(a) The well project is not designed primarily to serve irrigation or future growth.

(b) The well project does not affect wetlands or sensitive habitats.

(c) Unusual circumstances do not exist that would cause the well project to have a significant effect on the environment.

(d) The well project is not located on a site that is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(e) The well project does not have the potential to cause a substantial adverse change in the significance of a historical resource.

(f) The well project's construction impacts are fully mitigated consistent with applicable law.

(g) The cumulative impact of successive reasonably anticipated projects of the same type as the well project, in the same place, over time, is not significant.

Before determining that a well project is exempt pursuant to this section, a lead agency must contact the State Board to determine whether claiming the exemption under this section will affect the ability of the well project to receive federal financial assistance or federally capitalized financial assistance.

A lead agency that determines that a well project is exempt under this section must file a notice of exemption with both Office of Land Use and Climate Innovation and the County Clerk. The notice of exemption must explain whether the project is additionally exempt from CEQA under Public Resources Code section 21080 (e.g., whether it is a ministerial project, an emergency repair necessary to maintain service, or an action necessary to prevent or mitigate an emergency), Public Resources Code section 21080.47 (see Section 3.23 of these Local Guidelines, below), or under the Class 1 (Existing Facilities) or Class 2 (Replacement or Reconstruction) categorical exemptions (see Section 3.32 of these Local Guidelines, below). If none of the exemptions referenced in this paragraph apply to a project that is otherwise exempt under this section, the notice of exemption must explain why the exemptions referenced in this paragraph do not apply to the project.

For purposes of this section, the following definitions apply:

A "well" is defined as a wellhead that provides drinking water to a "water system."

A "domestic well" is defined as a groundwater well used to supply water for the domestic needs of an individual residence or a water system that is not a public water system and that has no more than four service connections.

A "water system" is defined to mean a "public water system" as that term is defined in Health and Safety Code section 116275(h) (i.e., a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year), a "state small water system" as that term is defined in Health and Safety Code section 116275(n) (i.e., a system for the provision of piped water to the public for human consumption that serves at least five, but not more than 14, service connections and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year), or a tribal water system.

(Pub. Resources Code, § 21080.31 [in effect until January 1, 2028].)

3.24 ROUTINE MAINTENANCE OF STORMWATER FACILITIES

CEQA does not apply to routine maintenance of public stormwater facilities that are fully concrete or have a conveyance capacity of less than a 100-year storm event if all of the following conditions are met:

(1) The project does not increase the designed conveyance capacity of the stormwater facility.

(2) The project is undertaken or approved by a public agency that has adopted, by ordinance, procedures that apply to the project to minimize the impacts of construction equipment, debris, sediment, and other pollutants.

(3) The project is not likely to result in adverse impacts to tribal cultural resources.

Under this bill, if a nonelected decision making body of a city with a population of at least 1,000,000 determines that such a routine maintenance project is exempt from CEQA, that determination may not be appealed to the agency's elected decision making body.

This section will remain in effect until January 1, 2030, and as of that date, is repealed.

(Reference: Pub. Res. Code, § 21080.61)

3.25 SMALL DISADVANTAGED COMMUNITY WATER SYSTEM AND STATE SMALL WATER SYSTEM.

CEQA does not apply to certain water infrastructure projects that primarily benefit a "small disadvantaged community water system" or a "state small water system," as these terms are defined in Public Resources Code section 21080.47. If certain labor requirements and other conditions are met as set forth in Public Resources Code section 21080.47, the installation, repair, or construction of the following for the benefit of a small disadvantaged community water system or state small water system is exempt from CEQA:

(1) Drinking water groundwater wells with a maximum flow rate of up to 250 gallons per minute;

(2) Drinking water treatment facilities with a footprint of less than 2,500 square feet that are not located in an environmentally sensitive area;

(3) Drinking water storage tanks with a capacity of up to 250,000 gallons;

(4) Booster pumps and hydropneumatic tanks;

(5) Pipelines of less than one mile in length in a road right-of-way or up to seven miles in length in a road right-of-way when the project is required to address threatened or current drinking water violations;

(6) Water services lines; and

(7) Minor drinking water system appurtenances, including, but not limited to, system and service meters, fire hydrants, water quality sampling stations, valves, air releases and vacuum break valves, emergency generators, backflow prevention devices, and appurtenance enclosures.

(Reference: Pub. Resources Code, § 21080.47.)

3.26 CONSERVATION AND RESTORATION OF CALIFORNIA NATIVE FISH AND WILDLIFE.

(a) CEQA does not apply to a project that is exclusively one of the following (though a project may exclusively be one of the following even if it has incidental public benefits, such as public access or recreation) and meets the criteria set forth in subdivision (b) of this section:

(1) A project to conserve, restore, protect, or enhance, and assist in the recovery of California native fish and wildlife, and the habitat upon which they depend.

(2) A project to restore or provide habitat for California native fish and wildlife.

(b) This section does not apply to a project unless the project does both of the following:

(1) Results in long-term net benefits to climate resiliency, biodiversity, and sensitive species recovery; and

(2) Includes procedures and ongoing management for the protection of the environment.

(c) This section does not apply to a project that includes construction activities, except for construction activities solely related to habitat restoration.

(d) The lead agency shall obtain the concurrence of the Director of Fish and Wildlife for the determinations required pursuant to subdivisions (a) through (c) above.

(e) Within 48 hours of making a determination that a project is exempt pursuant to this section, the lead agency shall file a Notice of Exemption with Office of Land Use and Climate Innovation and the Department of Fish and Wildlife must post the concurrence of the Director of Fish and Wildlife on the department's website.

This exemption is in effect until January 1, 2025. (Pub. Resources Code, § 21080.56.)

3.27 LINEAR BROADBAND DEPLOYMENT IN A RIGHT-OF-WAY.

(a) CEQA does not apply to a project that consists of linear broadband deployment in a right-of-way if the project meets all of the following conditions:

(1) The project is located in an area identified by the Public Utilities Commission as a component of the statewide open-access middle-mile broadband network pursuant to Section 11549.54 of the Government Code.

(2) The project is constructed along, or within 30 feet of, the right-of-way of any public road or highway.

(3) The project is either deployed underground where the surface area is restored to a condition existing before the project or placed aerially along an existing utility pole right-of-way.

(4) The project incorporates, as a condition of project approval, measures developed by the Public Utilities Commission or the Department of Transportation to address potential environmental impacts. At a minimum, the project shall be required to include monitors during construction activities and measures to avoid or address impacts to cultural and biological resources.

(5) The project applicant agrees to comply with all conditions otherwise authorized by law, imposed by the planning department of a city or county as part of a local agency permit process, that are required to mitigate potential impacts of the proposed project, and to comply with the Keene-Nejedly California Wetlands Preservation Act (Chapter 7 (commencing with Section 5810) of Division 5), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), as applicable, other applicable state laws, and all applicable federal laws.

(b) If a project meets all of the requirements of subdivision (a), the project applicant shall do all of the following:

(1) Notify, in writing, any affected public agency, including, but not limited to, any public agency having permit, land use, environmental, public health protection, or emergency response authority, of the exemption of the project pursuant to this section.

(2) File a Notice of Exemption.

(3) In the case of private rights-of-way over private property, receive from the underlying property owner permission for access to the property.

(4) Comply with all conditions authorized by law imposed by the planning department of a city or county as part of any local agency permit process, that are required to mitigate potential impacts of the proposed project, and otherwise comply with the Keene-Nejedly California Wetlands Preservation Act (Chapter 7 (commencing with Section 5810) of Division 5), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), as applicable, other applicable state laws, and all applicable federal laws.

(Reference: Pub. Resources Code, § 21080.51.)

3.28 NEEDLE AND SYRINGE EXCHANGE SERVICES.

The Legislature has authorized cities and counties meeting certain requirements to apply to the State Department of Public Health for authorization to provide hypodermic needle and syringe exchange services consistent with state standards in any location where the State Department of Public Health determines that the conditions exist for the rapid spread of human immunodeficiency virus (HIV), viral hepatitis, or any other potentially deadly or disabling infections that are spread through the sharing of used hypodermic needles and syringes. (Health and Safety Code, § 121349.) Needle and syringe exchange services application submissions, authorizations, and operations performed pursuant to Health and Safety Code section 121349 are exempt from review under CEQA. (Health and Safety Code, § 121349(h).)

3.29 REPRODUCTIVE SERVICES COMMUNITY CLINIC

CEQA does not apply to the approval of an application of a community clinic providing reproductive health services if the application meets objective planning standards and is subject to the ministerial review process set forth in Government Code section 65914.900. The following objective planning standards must be satisfied for the development project to qualify for the ministerial approval:

(1) the development must be on a parcel that is within a zone where office, retail, health care, or parking are a principally permitted use;

(2) the development must be for a community clinic licensed pursuant to Section 1204 of the Health and Safety Code that provides reproductive health services as defined in subdivision (f) of Section 423.1 of the Penal Code;

(3) the development must comply with minimum construction standards of adequacy and safety for the physical plant of primary care clinics found in the Building Standards Code;

(4) the development must meet all of the local agency's objective design review standards;

(5) the development must not require the demolition of a historic structure;

(6) the development must not be located on a site described in paragraph (6) of subdivision (a) of Section 65913.4 of the Government Code;

(7) the project must not bet likely to result in adverse impacts to tribal cultural resources; and

(8) the development must not require the demolition of housing.

A local agency, within 60 calendar days of receiving an application pursuant to these provisions, must approve or deny the application subject to specified requirements, including that, among other things, if the local agency determines that the development is in conflict with any of the above-described standards, the local agency is required to provide the development proponent written documentation of which standard or standards the development conflicts with, as specified.

For more information about these requirements, consult Government Code, section 65914.900

3.30 EXEMPTION FOR ORDINANCES RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

CEQA exempts from its requirements (1) the adoption of an ordinance by a local agency providing for the creation of accessory dwelling units (ADUs) in areas zoned to allow single-family or multifamily dwelling pursuant to Government Code section 66314; and (2) the adoption of an ordinance providing for the creation of junior ADUs in single-family residential zones pursuant to Government Code section 66333.

(Reference: Pub. Res. Code, § 21080.17)

3.31 OTHER SPECIFIC EXEMPTIONS.

CEQA and the State CEQA Guidelines exempt many other specific activities, including early activities related to thermal power plants, ongoing projects, transportation improvement programs, family day care homes, congestion management programs, railroad grade separation projects, restriping of streets or highways to relieve traffic congestion, hazardous or volatile liquid pipelines, and the installation of solar energy systems, including, but not limited to solar panels. Specific statutory exemptions are listed in the Public Resources Code, including Sections 21080 through 21080.35, and in the State CEQA Guidelines, including Sections 15260 through 15285. In addition, other titles of the California Codes provide statutory exemptions from CEQA, including, for example, Government Code section 12012.70.

3.32 CATEGORICAL EXEMPTIONS.

The State CEQA Guidelines establish certain classes of categorical exemptions. These apply to classes of projects which have been determined not to have a significant effect on the environment and which, therefore, are generally exempt from CEQA. For any project that falls within one of these classes of categorical exemptions, the preparation of environmental documents under CEQA is not required. The classes of projects are briefly summarized below. (Reference to the State CEQA Guidelines for the full description of each exemption is recommended.)

The exemptions for Classes 3, 4, 5, 6 and 11 below are qualified in that such projects must be considered in light of the location of the project. A project that is ordinarily insignificant in its impact on the environment may, in a particularly sensitive environment, be significant. Therefore, these classes are considered to apply in all instances except when the project may impact an environmental resource of hazardous or critical concern that has been designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

All classes of categorical exemptions are qualified. None of the categorical exemptions are applicable if any of the following circumstances exist:

(1) The cumulative impact of successive projects of the same type in the same place over time is significant;

(2) There is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;

(3) The project may result in damage to a scenic resource or may result in a substantial adverse change to a historical resource; or

(4) The project is located on a site which is included on any hazardous waste site or list compiled pursuant to Government Code section 65962.5.

However, a project's greenhouse gas emissions do not, in and of themselves, cause an exemption to be inapplicable if the project otherwise complies with all applicable regulations or requirements adopted to implement statewide, regional, or local plans consistent with State CEQA Guidelines section 15183.5.

With the foregoing limitations in mind, the following classes of activity are generally exempt from CEQA:

Class 1: Existing Facilities. Activities involving the operation, repair, maintenance, permitting, leasing, licensing, minor alteration of—or legislative activities to regulate— existing public or private structures, facilities, mechanical equipment or other property, or topographical features, provided the activity involves negligible or no expansion of existing or former use. The types of "existing facilities" itemized in State CEQA Guidelines section 15301 are not intended to be all-inclusive of the types of projects which might fall within the Class 1 categorical exemption. The key consideration is whether the project involves negligible or no expansion of use. (State CEQA Guidelines section 15301.)

Class 2: Replacement or Reconstruction. Replacement or reconstruction of existing facilities, structures, or other property where the new facility or structure will be located on the same site as the replaced or reconstructed facility or structure and will have substantially the same purpose and capacity as the replaced or reconstructed facility or structure. (State CEQA Guidelines section 15302.)

Class 3: New Construction or Conversion of Small Structures. Construction of limited numbers of small new facilities or structures; installation of small new equipment or facilities in small structures; and the conversion of existing small structures from one use to another, when only minor modifications are made in the exterior of the structure. This exemption includes structures built for both residential and commercial uses. (The maximum number of structures allowable under this exemption is set forth in State CEQA Guidelines section 15303.)

Class 4: Minor Alterations to Land. Minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees, except for forestry or agricultural purposes. (State CEQA Guidelines section 15304.)

Class 5: Minor Alterations in Land Use Limitations. Minor alterations in land use limitations in areas with an average slope of less than 20% which do not result in any changes in land use or density. (State CEQA Guidelines section 15305.)

Class 6: Information Collection. Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. (State CEQA Guidelines section 15306.)

Class 7: Actions by Regulatory Agencies for Protection of Natural Resources. Actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. (State CEQA Guidelines section 15307.)

Class 8: Actions By Regulatory Agencies for Protection of the Environment. Actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement or protection of the environment where the regulatory process involves procedures for protection of the environment. (State CEQA Guidelines section 15308.)

Class 9: Inspection. Inspection activities, including, but not limited to, inquiries into the performance of an operation and examinations of the quality, health or safety of a project. (State CEQA Guidelines section 15309.)

Class 10: Loans. Loans made by the Department of Veterans Affairs under the Veterans Farm and Home Purchase Act of 1943, mortgages for the purchase of existing structures where the loan will not be used for new construction and the purchase of such mortgages by financial institutions. (State CEQA Guidelines section 15310.)

Class 11: Accessory Structures. Construction or replacement of minor structures accessory or appurtenant to existing commercial, industrial, or institutional facilities, including, but not limited to, on-premise signs; small parking lots; and placement of seasonal or temporary use items, such as lifeguard towers, mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks, stadiums or other facilities designed for public use. (State CEQA Guidelines section 15311.)

Class 12: Surplus Government Property Sales. Sales of surplus government property, except for certain parcels of land located in an area of statewide, regional or area-wide concern identified in State CEQA Guidelines section 15206(b)(4). However, even if the surplus property to be sold is located in any of those areas, its sale is exempt if:

(a) The property does not have significant values for wildlife or other environmental purposes; and
(b) Any one of the following three conditions is met:
    1. The property is of such size, shape, or inaccessibility that it is incapable of independent development or use;
    2. The property to be sold would qualify for an exemption under any other class of categorical exemption in the State CEQA Guidelines; or
    3. The use of the property and adjacent property has not changed since the time of purchase by the public agency.

(State CEQA Guidelines section 15312.)

Class 13: Acquisition of Lands for Wildlife Conservation Purposes. Acquisition of lands for fish and wildlife conservation purposes, including preservation of fish and wildlife habitat, establishment of ecological preserves under Fish and Game Code section 1580, and preservation of access to public lands and waters where the purpose of the acquisition is to preserve the land in its natural condition. (State CEQA Guidelines section 15313.)

Class 14: Minor Additions to Schools. Minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten (10) classrooms, whichever is less. The addition of portable classrooms is included in this exemption. (State CEQA Guidelines section 15314.)

Class 15: Minor Land Divisions. Division(s) of property in urbanized areas zoned for residential, commercial or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two (2) years, and the parcel does not have an average slope greater than 20%. (State CEQA Guidelines section 15315.)

Class 16: Transfer of Ownership of Land in Order to Create Parks. Acquisition, sale, or other transfer of land in order to establish a park where the land is in a natural condition or contains historical or archaeological resources and either:

(a) The management plan for the park has not been prepared, or
(b) The management plan proposes to keep the area in a natural condition or preserve the historic or archaeological resources.

CEQA will apply when a management plan is proposed that will change the area from its natural condition or cause substantial adverse change in the significance of the historic or archaeological resource. (State CEQA Guidelines section 15316.)

Class 17: Open Space Contracts or Easements. Establishment of agricultural preserves, making and renewing of open space contracts under the Williamson Act, or acceptance of easements or fee interests in order to maintain the open space character of the area. (The cancellation of such preserves, contracts, interests or easements is not included in this exemption.) (State CEQA Guidelines section 15317.)

Class 18: Designation of Wilderness Areas. Designation of wilderness areas under the California Wilderness System. (State CEQA Guidelines section 15318.)

Class 19: Annexations of Existing Facilities and Lots for Exempt Facilities. This exemption applies only to the following annexations:

(a) Annexations to a city or special district of areas containing existing public or private structures developed to the density allowed by the current zoning or prezoning of either the gaining or losing governmental agency, whichever is more restrictive; provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities; and

(b) Annexations of individual small parcels of the minimum size for facilities exempted by Class 3, New Construction or Conversion of Small Structures.

(State CEQA Guidelines section 15319.)

Class 20: Changes in Organization of Local Agencies. Changes in the organization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised. Examples include but are not limited to:

(a) Establishment of a subsidiary district;
(b) Consolidation of two or more districts having identical powers; and
(c) Merger with a city of a district lying entirely within the boundaries of the city.

(State CEQA Guidelines section 15320.)

Class 21: Enforcement Actions by Regulatory Agencies. Actions by regulatory agencies to enforce or revoke a lease, permit, license, certificate or other entitlement for use issued, adopted or prescribed by the regulatory agency or enforcement of a law, general rule, standard or objective administered or adopted by the regulatory agency; or law enforcement activities by peace officers acting under any law that provides a criminal sanction. The direct referral of a violation of lease, permit, license, certificate, or entitlement to the City Attorney for judicial enforcement is exempt under this Class. (Construction activities undertaken by the public agency taking the enforcement or revocation action are not included in this exemption.) (State CEQA Guidelines section 15321.)

Class 22: Educational or Training Programs Involving No Physical Changes. The adoption, alteration or termination of educational or training programs which involve no physical alteration in the area affected or which involve physical changes only in the interior of existing school or training structures. Examples include but are not limited to:

(a) Development of or changes in curriculum or training methods; or
(b) Changes in the trade structure in a school which do not result in changes in student transportation.

(State CEQA Guidelines section 15322.)

Class 23: Normal Operations of Facilities for Public Gatherings. Continued or repeated normal operations of existing facilities for public gatherings for which the facilities were designed, where there is past history, of at least three years, of the facility being used for the same or similar purposes. Facilities included within this exemption include, but are not limited to, race tracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools and amusement parks. (State CEQA Guidelines section 15323.)

Class 24: Regulation of Working Conditions. Actions taken by the City to regulate employee wages, hours of work or working conditions where there will be no demonstrable physical changes outside the place of work. (State CEQA Guidelines section 15324.)

Class 25: Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources. Transfers of ownership of interest in land in order to

preserve open space, habitat, or historical resources. Examples include, but are not limited to, acquisition, sale, or other transfer of areas to: preserve existing natural conditions, including plant or animal habitats; allow continued agricultural use of the areas; allow restoration of natural conditions; preserve open space or lands for natural park purposes; or prevent encroachment of development into floodplains. This exemption does not apply to the development of parks or park uses. (State CEQA Guidelines section 15325.)

Class 26: Acquisition of Housing for Housing Assistance Programs. Actions by a redevelopment agency, housing authority or other public agency to implement an adopted Housing Assistance Plan by acquiring an interest in housing units, provided the housing units are either in existence or possessing all required permits for construction when the agency makes its final decision to acquire the units. (State CEQA Guidelines section 15326.)

Class 27: Leasing New Facilities. Leasing of a newly constructed or previously unoccupied privately owned facility by a local or state agency when the City determines that the proposed use of the facility:

(a) Conforms with existing state plans and policies and with general, community, and specific plans for which an EIR or Negative Declaration has been prepared;
(b) Is substantially the same as that originally proposed at the time the building permit was issued;
(c) Does not result in a traffic increase of greater than 10% of front access road capacity; and
(d) Includes the provision of adequate employee and visitor parking facilities.

(State CEQA Guidelines section 15327.)

Class 28: Small Hydroelectric Projects as Existing Facilities. Installation of certain small hydroelectric-generating facilities in connection with existing dams, canals and pipelines, subject to the conditions in State CEQA Guidelines section 15328. (State CEQA Guidelines section 15328.)

Class 29: Cogeneration Projects at Existing Facilities. Installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting certain conditions listed in State CEQA Guidelines section 15329. (State CEQA Guidelines section 15329.)

Class 30: Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances. Any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing $1 million or less. (State CEQA Guidelines section 15330.)

(a) No cleanup action shall be subject to this Class 30 exemption if the action requires the onsite use of a hazardous waste incinerator or thermal treatment unit or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or

Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, off-site disposal, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site;

(b) Examples of such minor cleanup actions include but are not limited to:

1. Removal of sealed, non-leaking drums of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted destination;
2. Maintenance or stabilization of berms, dikes, or surface impoundments;
3. Construction or maintenance or interim of temporary surface caps;
4. Onsite treatment of contaminated soils or sludge provided treatment system meets Title 22 requirements and local air district requirements;
5. Excavation and/or offsite disposal of contaminated soils or sludge in regulated units;
6. Application of dust suppressants or dust binders to surface soils;
7. Controls for surface water run-on and run-off that meets seismic safety standards;
8. Pumping of leaking ponds into an enclosed container;
9. Construction of interim or emergency ground water treatment systems; or
10. Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

Class 31: Historical Resource Restoration/Rehabilitation. Maintenance, repairs, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer. (State CEQA Guidelines section 15331.)

Class 32: Infill Development Projects. Infill development meeting the following conditions:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses;
(c) The project site has no value as habitat for endangered, rare or threatened species;
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and
(e) The site can be adequately served by all required utilities and public services.

(State CEQA Guidelines section 15332.)

Class 33: Small Habitat Restoration Projects.

This exemption applies to projects to assure the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife, provided that such projects meet the following criteria:

(a) The project does not exceed five acres in size;

(b) There would be no significant adverse impact on endangered, rare or threatened species or their habitat pursuant to Section 15065 of the State CEQA Guidelines;

(a) There are no hazardous materials at or around the project site that may be disturbed or removed; and

(b) The project will not result in impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

Examples of small habitat restoration projects include, but are not limited to: revegetation of disturbed areas with native plant species; wetland restoration, the primary purpose of which is to improve conditions for waterfowl or other species that rely on wetland habitat; stream or river bank revegetation, the primary purpose of which is to improve habitat for amphibians or native fish; projects to restore or enhance habitat that are carried out principally with hand labor and not mechanized equipment; stream or river bank stabilization with native vegetation or other bioengineering techniques, the primary purpose of which is to reduce or eliminate erosion and sedimentation; and culvert replacement conducted in accordance with published guidelines of DFW or NOAA Fisheries, the primary purpose of which is to improve habitat or reduce sedimentation.

(State CEQA Guidelines section 15333.)

4. TIME LIMITATIONS

4.01 REVIEW OF PRIVATE PROJECT APPLICATIONS.

Staff shall determine whether the application for a private project is complete within thirty (30) days of receipt of the application. No application may be deemed incomplete based on an applicant's refusal to waive the time limitations set forth in Local Guidelines Sections 4.03 and 4.04.

Accepting an application as complete does not limit the authority of the City, acting as Lead Agency or Responsible Agency, to require the applicant to submit additional information needed for environmental evaluation of the project. Requiring such additional information after the application is complete does not change the status of the application.

(Reference: State CEQA Guidelines, § 15101.)

4.02 DETERMINATION OF TYPE OF ENVIRONMENTAL DOCUMENT.

Except as provided in Local Guidelines Sections 4.05 and 4.06, Staff's initial determination as to whether a Negative Declaration, Mitigated Negative Declaration or an EIR should be prepared shall be made within thirty (30) days from the date on which an application for a project is accepted as complete by the City. This period may be extended fifteen (15) days with consent of the applicant and the City.

(Reference: State CEQA Guidelines, § 15102.)

4.03 COMPLETION AND ADOPTION OF NEGATIVE DECLARATION.

For private projects involving the issuance of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies, the Negative Declaration/Mitigated Negative Declaration shall be completed and approved within one hundred eighty (180) days from the date when the City accepted the application as complete. In the event that compelling circumstances justify additional time and the project applicant and Lead Agency consent thereto, Staff may provide that the 180-day time limit may be extended once for a period of not more than 90 days.

(Reference: State CEQA Guidelines, § 15107.)

4.04 COMPLETION AND CERTIFICATION OF FINAL EIR.

For private projects, the Final EIR shall be completed and certified by the City within one (1) year after the date the City accepted the application as complete. In the event that compelling circumstances justify additional time and the project applicant consents thereto, the City may provide a one-time extension up to ninety (90) days for completing and certifying the EIR.

(Reference: State CEQA Guidelines, § 15108.)

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4.05 PROJECTS SUBJECT TO THE PERMIT STREAMLINING ACT.

The Permit Streamlining Act requires agencies to make decisions on certain development project approvals within specified time limits. If a project is subject to the Permit Streamlining Act, the City cannot require the project applicant to submit the informational equivalent of an EIR or prove compliance with CEQA as a prerequisite to determining whether the project application is complete. In addition, if requested by the project applicant, the City must begin processing the project application prior to final CEQA action, provided the information necessary to begin the process is available.

(Reference: Gov. Code §§ 65941, 65944.)

Under the Permit Streamlining Act, the Lead Agency must approve or disapprove the development project application within one hundred eighty (180) days from the date on which it certifies the EIR, or within ninety (90) days of certification if an extension for completing and certifying the EIR was granted. If the Lead Agency adopts a Negative Declaration/Mitigated Negative Declaration or determines the development project is exempt from CEQA, it shall approve or disapprove the project application within sixty (60) days from the date on which it adopts the Negative Declaration/Mitigated Negative Declaration or determines that the project is exempt from CEQA.

(Reference: Gov. Code §§ 65950, 65950.1; see also State CEQA Guidelines, § 15107.)

Except for waivers of the time periods for preparing a joint Environmental Impact Report/Environmental Impact Statement (as outlined in Government Code sections 65951 and 65957), the City cannot require a waiver of the time limits specified in the Permit Streamlining Act as a condition of accepting or processing a development project application. In addition, the City cannot disapprove a development project application in order to comply with the time limits specified in the Permit Streamlining Act.

(Reference: Gov. Code §§ 65940.5, 65952.2.)

4.06 PROJECTS, OTHER THAN THOSE SUBJECT TO THE PERMIT STREAMLINING ACT, WITH SHORT TIME PERIODS FOR APPROVAL.

A few statutes require agencies to make decisions on project applications within time limits that are so short that review of the project under CEQA would be difficult. To enable the City as Lead Agency to comply with both the enabling statute and CEQA, the City shall deem a project application as not received for filing under the enabling statute until such time as the environmental documentation required by CEQA is complete. This section applies where all of the following conditions are met:

(a) The enabling statute for a program, other than development projects under Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the Government Code, requires the City to take action on an application within a specified period of time of six (6) months or less;
(b) The enabling statute provides that the project is approved by operation of law if the City fails to take any action within the specified time period; and

(c) The project application involves the City's issuance of a lease, permit, license, certificate or other entitlement for use.

In any case, the environmental document shall be completed or certified and the decision on the application shall be made within the period established by the Permit Streamlining Act (Government Code sections 65920, et seq.).

(Reference: State CEQA Guidelines, § 15111.)

4.07 WAIVER OR SUSPENSION OF TIME PERIODS.

These deadlines may be waived by the applicant if the project is subject to both CEQA and the National Environmental Policy Act ("NEPA"). (State CEQA Guidelines sections 15110 and 15224; see Section 5.04 of these Local Guidelines for information about projects that are subject to both CEQA and NEPA.)

An unreasonable delay by an applicant in meeting the City's requests necessary for the preparation of a Negative Declaration, Mitigated Negative Declaration, or an EIR shall suspend the running of the time periods described in Local Guidelines Sections 4.03 and 4.04 for the period of the unreasonable delay. Alternatively, the City may disapprove a project application where there is unreasonable delay in meeting requests. The City may also allow a renewed application to start at the same point in the process where the prior application was when it was disapproved.

(Reference: State CEQA Guidelines, §§ 15109, 15110, and 15224; see Section 5.04 of these Local Guidelines for information about projects that are subject to both CEQA and NEPA.)

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5. INITIAL STUDY

5.01 PREPARATION OF INITIAL STUDY.

If the City determines that it is the Lead Agency for a project which is not exempt, the City will normally prepare an Initial Study to ascertain whether the project may have a substantial adverse effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial. All phases of project planning, implementation and operation must be considered in the Initial Study. An Initial Study may rely on expert opinion supported by facts, technical studies or other substantial evidence. However, an Initial Study is neither intended nor required to include the level of detail included in an EIR.

The City, as Lead Agency, may use any of the following arrangements or combination of arrangements to prepare an Initial Study:

(1) Preparing the Initial Study directly with the City's own staff.

(2) Contracting with another entity, public or private, to prepare the Initial Study.

(3) Accepting a draft Initial Study prepared by the applicant, a consultant retained by the applicant, or any other third person.

(4) Executing a third party contract or memorandum of understanding with the applicant to govern the preparation of an Initial Study by an independent contractor.

(5) Using a previously prepared Initial Study.

The Initial Study sent out for public review, however, must reflect the independent judgment of the Lead Agency.

For private projects, the person or entity proposing to carry out the project shall submit all data and information as may be required by the City to determine whether the proposed project may have a significant effect on the environment. All costs incurred by the City in reviewing the data and information submitted, or in conducting its own investigation based upon such data and information, or in preparing an Initial Study for the project shall be borne by the person or entity proposing to carry out the project.

(Reference: State CEQA Guidelines, §§ 15063, 15084.)

5.02 INFORMAL CONSULTATION WITH OTHER AGENCIES.

When more than one public agency will be involved in undertaking or approving a project, the Lead Agency shall consult with all Responsible and any Trustee Agencies. Such consultation shall be undertaken in compliance with the notice procedures applicable to the type of CEQA document being prepared. See Section 6.04, Negative Declarations, and Sections 7.03 and 7.25, EIRs.

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When the City is acting as Lead Agency, the City may choose to engage in early consultation with Responsible and Trustee Agencies before the City begins to prepare the Initial Study. This early consultation may be done quickly and informally and is intended to ensure that the EIR, Negative Declaration or Mitigated Negative Declaration reflects the concerns of all Responsible Agencies that will issue approvals for the project and all Trustee Agencies responsible for natural resources affected by the project. The City's early consultation process may include consultation with other individuals or organizations with an interest in the project, if the City so desires. The Office of Land Use and Climate Innovation ("LCI"), upon request of the City or a private project applicant, shall assist in identifying the various Responsible Agencies for a proposed project and ensure that the Responsible Agencies are notified regarding any early consultation. In the case of a project undertaken by a public agency, the LCI, upon request of the City, shall ensure that any Responsible Agency or public agency that has jurisdiction by law with respect to the project is notified regarding any early consultation.

If, during the early consultation process it is determined that the project will clearly have a significant effect on the environment, the City, as Lead Agency, may immediately dispense with the Initial Study and determine that an EIR is required.

(Reference: State CEQA Guidelines, § 15063.)

5.03 CONSULTATION WITH PRIVATE PROJECT APPLICANT.

During or immediately after preparation of an Initial Study for a private project, the City may consult with the applicant to determine if the applicant is willing to modify the project to reduce or avoid the significant effects identified in the Initial Study. If the project can be revised to avoid or mitigate effects to a level of insignificance and there is no substantial evidence before the City that the project, as revised, may have a significant effect on the environment, the City may prepare and adopt a Negative Declaration or Mitigated Negative Declaration. If any significant effect may still occur despite alterations of the project, an EIR must be prepared.

(Reference: State CEQA Guidelines, § 15063(g).)

5.04 PROJECTS SUBJECT TO NEPA.

Projects that are carried out, financed, or approved in whole or in part by a federal agency are subject to the provisions of NEPA in addition to CEQA. To the extent possible, the State CEQA Guidelines encourage the City, when it is a Lead Agency under CEQA, to use the federally-prepared Environmental Impact Statement ("EIS") or Finding of No Significant Impact ("FONSI") or to prepare a joint CEQA/NEPA document instead of preparing separate NEPA and CEQA documents for a project that is subject to both NEPA and CEQA. (State CEQA Guidelines section 15220.)

For example, the City should attempt to work in conjunction with the federal agency involved in the project to prepare a combined EIR-EIS or Negative Declaration-FONSI. (State CEQA Guidelines section 15222.) To avoid the need for the federal agency to prepare a separate document for the same project, the Lead Agency must involve the federal agency in the preparation of the joint document. The Lead Agency may also enter into a Memorandum of Understanding with the federal agency to ensure that both federal and state requirements are met.

The City is required to cooperate with the federal agency and to utilize joint planning processes, environmental research and studies, public hearings, and environmental documents to the fullest extent possible. (State CEQA Guidelines section 15226.) However, since NEPA does not require an examination of mitigation measures or growth-inducing impacts, analysis of mitigation measures and growth-inducing impacts will need to be added before NEPA documents may be used to satisfy CEQA. (State CEQA Guidelines section 15221.)

For projects that are subject to NEPA, a scoping meeting held pursuant to NEPA satisfies the CEQA scoping requirement as long as notice is provided to the agencies and individuals listed in Local Guidelines Section 7.10, and provided in accordance with these Local Guidelines.

If the federal agency refuses to cooperate with the City with regard to the preparation of joint documents, the City should attempt to involve a state agency in the preparation of the EIR, Negative Declaration, or Mitigated Negative Declaration. Since federal agencies are explicitly permitted to utilize environmental documents prepared by agencies of statewide jurisdiction, it is possible that the federal agency will reuse the state-prepared CEQA documents instead of requiring the applicant to fund a redundant set of federal environmental documents. (State CEQA Guidelines section 15228.)

Where the federal agency has circulated the EIS or FONSI and the circulation satisfied the requirements of CEQA and any other applicable laws, the City, when it is a Lead Agency under CEQA, may use the EIS or FONSI in place of an EIR or Negative Declaration without having to recirculate the federal documents. The City's intention to adopt the previously circulated EIS or FONSI must be publicly noticed in the same way as a Notice of Availability of a Draft EIR.

Special rules may apply when the environmental documents are prepared for projects involving the reuse of military bases. (See State CEQA Guidelines section 15225.)

5.05 AN INITIAL STUDY.

The Initial Study shall be used to determine whether a Negative Declaration, Mitigated Negative Declaration or an EIR shall be prepared for a project. It provides written documentation of whether the City found evidence of significant adverse impacts which might occur. The purposes of an Initial Study are to:

(a) Identify environmental impacts;
(b) Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is written;
(c) Focus an EIR, if one is required, on potentially significant environmental effects;
(d) Facilitate environmental assessment early in the design of a project;
(e) Provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment;
(f) Eliminate unnecessary EIRs; and
(g) Determine whether a previously prepared EIR could be used for the project.

(Reference: State CEQA Guidelines, § 15063.)

5.06 CONTENTS OF INITIAL STUDY.

An Initial Study shall contain in brief form:

(a) A description of the project, including the location of the project. The project description must be consistent throughout the environmental review process;
(b) An identification of the environmental setting. The environmental setting is usually the existing physical environmental conditions in the vicinity of the project, as they exist at the time the Notice of Preparation is published, or if no Notice of Preparation is published, such as in the case of a Negative Declaration or Mitigated Negative Declaration, at the time environmental analysis begins. The environmental setting should describe both the project site and surrounding properties. The description should include, but not necessarily be limited to, a discussion of existing structures, land use, energy supplies, topography, water usage, soil stability, plants and animals, and any cultural, historical, or scenic aspects. This environmental setting will normally constitute the baseline physical conditions against which a Lead Agency may compare the project to determine whether an impact is significant;
(c) An identification of environmental effects by use of a checklist, matrix, or other method, provided that entries are briefly explained to show the evidence supporting the entries. The brief explanation may be through either a narrative or a reference to other information such as attached maps, photographs, or an earlier EIR or Negative Declaration or Mitigated Negative Declaration. A reference to another document should include a citation to the page or pages where the information is found;
(d) A discussion of ways to mitigate any significant effects identified;
(e) An examination of whether the project is consistent with existing zoning and local land use plans and other applicable land use controls;
(f) The name of the person or persons who prepared or participated in the Initial Study; and
(g) Identification of prior EIRs or environmental documents that could be used with the project.

(Reference: State CEQA Guidelines, § 15063(d).)

5.07 USE OF A CHECKLIST INITIAL STUDY.

When properly completed, the Environmental Checklist (Form "J") will meet the requirements of Local Guidelines Section 5.05 for an Initial Study provided that the entries on the checklist are explained. Either the Environmental Checklist (Form "J") should be expanded or a separate attachment should be prepared to describe the project, including its location, and to identify the environmental setting.

California courts have rejected the use of a bare, unsupported Environmental Checklist as an Initial Study. An Initial Study must contain more than mere conclusions. It must disclose supporting data or evidence upon which the Lead Agency relied in conducting the Initial Study. The Lead Agency must augment checklists with supporting factual data and reference information sources when completing the forms. Explanation of all "potential impact" answers should be provided on attached sheets. For controversial projects, it is advisable to state briefly why "no"

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answers were checked. If practicable, attach a list of reference materials, such as prior EIRs, plans, traffic studies, air quality data, or other supporting studies.

5.08 EVALUATING SIGNIFICANT ENVIRONMENTAL EFFECTS.

In evaluating the environmental significance of effects disclosed by the Initial Study, the Lead Agency shall consider:

(a) Whether the Initial Study and/or any comments received informally during consultations indicate that a fair argument can be made that the project may have a significant adverse environmental impact that cannot be mitigated to a level of insignificance. Even if a fair argument can be made to the contrary, an EIR should be prepared;

(b) Whether both primary (direct) and reasonably foreseeable secondary (indirect) consequences of the project were evaluated. Primary consequences are immediately related to the project, while secondary consequences are related more to the primary consequences than to the project itself. For example, secondary impacts upon the resources base, including land, air, water and energy use of an area, may result from population growth, a primary impact;

(c) Whether adverse social and economic changes will result from a physical change caused by the project. Adverse economic and social changes resulting from a project are not, in themselves, significant environmental effects. However, if such adverse changes cause physical changes in the environment, those consequences may be used as the basis for finding that the physical change is significant;

(d) Whether there is serious public controversy or disagreement among experts over the environmental effects of the project. However, the existence of public controversy or disagreement among experts does not, without more, require preparation of an EIR in the absence of substantial evidence of significant effects;

(e) Whether the cumulative impact of the project is significant and whether the incremental effects of the project are "cumulatively considerable" (as defined in Local Guidelines Section 11.14) when viewed in connection with the effects of past projects, current projects, and probable future projects. The City may conclude that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program (including, but not limited to, water quality control plan, air quality attainment or maintenance plan, integrated waste management plan, habitat conservation plan, natural community conservation plan, plans or regulations for the reduction of greenhouse gas emissions) that provides specific requirements that will avoid or substantially lessen the cumulative problem. To be used for this purpose, such a plan or program must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process. In relying on such a plan or program, the City should explain which requirements apply to the project and ensure that the project's incremental contribution is not cumulatively considerable; and

(f) Whether the project may cause a substantial adverse change in the significance of an archaeological or historical resource.

The City may use a threshold of significance (as that term is defined in State CEQA Guidelines section 15064.7) to determine whether a project may cause a significant environmental

impact. When using a threshold of significance, the City should briefly explain how compliance with the threshold means that the project's impacts are less than significant. Compliance with the threshold, however, does not relieve the City of the obligation to consider substantial evidence indicating that a project's environmental effects may still be significant.

(Reference: State CEQA Guidelines, § 15064(b)(2).)

5.09 DETERMINING THE SIGNIFICANCE OF TRANSPORTATION IMPACTS

On or about December 28, 2018, the California Natural Resources Agency added a new section to the State CEQA Guidelines—Section 15064.3, entitled "Determining the Significance of Transportation Impacts."

Section 15064.3 provides:

> (a) Purpose.
>
> This section describes specific considerations for evaluating a project's transportation impacts. Generally, vehicle miles traveled is the most appropriate measure of transportation impacts. For the purposes of this section, "vehicle miles traveled" refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. Except as provided in subdivision (b)(2) below (regarding roadway capacity), a project's effect on automobile delay shall not constitute a significant environmental impact.
>
> (b) Criteria for Analyzing Transportation Impacts.
>
> (1) Land Use Projects. Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.
>
> (2) Transportation Projects. Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact. For roadway capacity projects, agencies have discretion to determine the appropriate measure of transportation impact consistent with CEQA and other applicable requirements. To the extent that such impacts have already been adequately addressed at a programmatic level, such as in a regional transportation plan EIR, a lead agency may tier from that analysis as provided in Section 15152.
>
> (3) Qualitative Analysis. If existing models or methods are not available to estimate the vehicle miles traveled for the particular project being considered, a lead agency

may analyze the project's vehicle miles traveled qualitatively. Such a qualitative analysis would evaluate factors such as the availability of transit, proximity to other destinations, etc. For many projects, a qualitative analysis of construction traffic may be appropriate.

(4) Methodology. A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's vehicle miles traveled, and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate vehicle miles traveled and any revisions to model outputs should be documented and explained in the environmental document prepared for the project. The standard of adequacy in Section 15151 shall apply to the analysis described in this section.

(c) Applicability.

The provisions of this section shall apply prospectively as described in section 15007. A lead agency may elect to be governed by the provisions of this section immediately. Beginning on July 1, 2020, the provisions of this section shall apply statewide.

As noted above, the City does not elect to be governed by the provisions of Section 15064.3 before July 1, 2020. (State CEQA Guidelines, § 15064.3(c).)

5.10 MANDATORY FINDINGS OF SIGNIFICANT EFFECT.

Whenever there is substantial evidence, in light of the whole record, that any of the conditions set forth below may occur, the Lead Agency shall find that the project may have a significant effect on the environment and thereby shall require preparation of an EIR:

(a) The project has the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of major periods of California history or prehistory;

(b) The project has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals;

(c) The project has possible environmental effects which are individually limited but cumulatively considerable, as defined in Local Guidelines Section 11.14. That is, the City, when acting as Lead Agency, is required to determine whether the incremental impacts of a project are cumulatively considerable by evaluating them against the back-drop of the environmental effects of the other projects; or

(d) The environmental effects of a project will cause substantial adverse effects on humans either directly or indirectly.

If, before the release of the CEQA document for public review, the potential for triggering one of the mandatory findings of significance is avoided or mitigation measures or project modifications reduce the potentially significant impacts to a point where clearly the mandatory finding of significance is not triggered, preparation of an EIR is not mandated. If the project's potential for triggering one of the mandatory findings of significance cannot be avoided or mitigated to a point where the criterion is clearly not triggered, an EIR shall be prepared, and the relevant mandatory findings of significance shall be used:

(1) as thresholds of significance for purposes of preparing the EIR's impact analysis;

(2) in making findings on the feasibility of alternatives or mitigation measures;

(3) when found to be feasible, in making changes in the project to lessen or avoid the adverse environmental impacts; and

(4) when necessary, in adopting a statement of overriding considerations.

Although an EIR prepared for a project that triggers one of the mandatory findings of significance must use the relevant mandatory findings as thresholds of significance, the EIR need not conclude that the impact itself is significant. Rather, the City, as Lead Agency, must exercise its discretion and determine, on a case-by-case basis after evaluating all of the relevant evidence, whether the project's environmental impacts are avoided or mitigated below a level of significance or whether a statement of overriding considerations is required.

With regard to a project that has the potential to substantially reduce the number or restrict the range of a protected species, the City, as Lead Agency, does not have to prepare an EIR solely due to that impact, provided the project meets the following three criteria:

(a) The project proponent must be bound to implement mitigation requirements relating to such species and habitat pursuant to an approved habitat conservation plan and/or natural communities conservation plan;
(b) The state or federal agency must have approved the habitat conservation plan and/or natural community conservation plan in reliance on an EIR and/or EIS; and
(c) The mitigation requirements must either avoid any net loss of habitat and net reduction in number of the affected species, or preserve, restore, or enhance sufficient habitat to mitigate the reduction in habitat and number of the affected species below a level of significance.

(Reference: State CEQA Guidelines, § 15065.)

5.11 MANDATORY PREPARATION OF AN EIR FOR WASTE-BURNING PROJECTS.

Lead Agencies shall prepare or cause to be prepared and certify the completion of an EIR, or, if appropriate, an Addendum, Supplemental EIR, or Subsequent EIR, for any project involving the burning of municipal wastes, hazardous waste or refuse-derived fuel, including, but not limited to, tires, if the project consists of any of the following:

(a) The construction of a new facility;

(b) The expansion of an existing hazardous waste burning facility which would increase its permitted capacity by more than 10%;
(c) The issuance of a hazardous waste facilities permit to a land disposal facility, as defined in Local Guidelines Section 11.32; or
(d) The issuance of a hazardous waste facilities permit to an offsite large treatment facility, as defined in Local Guidelines Sections 11.33 and 11.54.

This section does not apply to projects listed in subsections (c) and (d), immediately above, if the facility only manages hazardous waste that is identified or listed pursuant to Health and Safety Code section 25140 or 25141 or only conducts activities which are regulated pursuant to Health and Safety Code sections 25100, et seq.

The Lead Agency shall calculate the percentage of expansion for an existing facility by comparing the proposed facility's capacity with either of the following, as applicable:

(a) The facility capacity authorized in the facility's hazardous waste facilities permit pursuant to Health and Safety Code section 25200, or its grant of interim status pursuant to Health and Safety Code section 25200.5, or the facility capacity authorized in any state or local agency permit allowing the construction or operation of the facility for the burning of hazardous waste granted before January 1, 1990; or
(b) The facility capacity authorized in the facility's original hazardous facilities permit, grant of interim status, or any state or local agency permit allowing the construction or operation of a facility for the burning of hazardous waste, granted on or after January 1, 1990.

This section does not apply to any project over which the State Energy Resources Conservation and Development Commission has assumed jurisdiction per Health and Safety Code sections 25500 et seq.

The EIR requirement is also subject to a number of exceptions for specific types of waste-burning projects. (Public Resources Code section 21151.1 and State CEQA Guidelines section 15081.5.) Even if preparation of an EIR is not mandatory for a particular type of waste-burning project, those projects are not exempt from the other requirements of CEQA, the State CEQA Guidelines, or these Local Guidelines. In addition, waste-burning projects are subject to special notice requirements under Public Resources Code section 21092. Specifically, in addition to the standard public notices required by CEQA, notice must be provided to all owners and occupants of property located within one-fourth mile of any parcel or parcels on which the waste-burning project will be located. (Public Resources Code section 21092(c); see Local Guidelines Sections 6.12 and 7.27.)

5.12 DEVELOPMENT PURSUANT TO AN EXISTING COMMUNITY PLAN AND EIR.

Before preparing a CEQA document, Staff should determine whether the proposed project involves development consistent with an earlier zoning or community plan to accommodate a particular density for which an EIR has been certified. If an earlier EIR for the zoning or planning action has been certified, and if the proposed project concerns the approval of a subdivision map or development, CEQA applies only to the extent the project raises environmental effects peculiar to the parcel which were not addressed in the earlier EIR. Off-site and cumulative effects not

discussed in the general plan EIR must still be considered. Mitigation measures set out in the earlier EIR should be implemented at this stage.

Environmental effects shall not be considered peculiar to the parcel if uniformly applied development policies or standards have been previously adopted by a city or county with a finding based on substantial evidence that the policy or standard will substantially mitigate the environmental effect when applied to future projects. Examples of uniformly applied development policies or standards include, but are not limited to: parking ordinances; public access requirements; grading ordinances; hillside development ordinances; flood plain ordinances; habitat protection or conservation ordinances; view protection ordinances; and requirements for reducing greenhouse gas emissions as set forth in adopted land use plans, policies or regulations. Any rezoning action consistent with the Community Plan shall be subject to exemption from CEQA in accordance with this section. "Community Plan" means part of a city's general plan which: (1) applies to a defined geographic portion of the total area included in the general plan; (2) complies with Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code by referencing each of the mandatory elements specified in Government Code section 65302; and (3) contains specific development policies adopted for the area in the Community Plan and identifies measures to implement those policies, so that the policies which will apply to each parcel can be determined.

(Reference: State CEQA Guidelines, § 15183.)

5.13 LAND USE POLICIES.

When a project will amend a general plan or another land use policy, the Initial Study must address how the change in policy and its expected direct and indirect effects will affect the environment. When the amendments constitute substantial changes in policies that result in a significant impact on the environment, an EIR may be required.

5.14 EVALUATING IMPACTS ON HISTORICAL RESOURCES.

Projects that may cause a substantial adverse change in the significance of a historical resource, as defined in Local Guidelines Section 11.28 are projects that may have a significant effect on the environment, thus requiring consideration under CEQA. Particular attention and care should be given when considering such projects, especially projects involving the demolition of a historical resource, since such demolitions have been determined to cause a significant effect on the environment.

Substantial adverse change in the significance of a historical resource means physical demolition, destruction, relocation or alteration of the resource or its immediate surroundings, such that the significance of a historical resource would be materially impaired.

The significance of a historical resource is materially impaired when a project:

(a) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its inclusion in, or eligibility for inclusion in, the California Register of Historical Resources;

(b) Demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register of historical resources or its identification in a historical resources survey, unless the Lead Agency establishes by a preponderance of evidence that the resource is not historically or culturally significant; or

(c) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register of Historical Resources as determined by the Lead Agency for purposes of CEQA.

Generally, a project that follows either one of the following sets of standards and guidelines will be considered mitigated to a level of less than significant: (a) the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings; or (b) the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (1995), Weeks and Grimmer.

In the event of an accidental discovery of a possible historical resource during construction of the project, the City may provide for the evaluation of the find by a qualified archaeologist or other professional. If the find is determined to be a historical resource, the City should take appropriate steps to implement appropriate avoidance or mitigation measures. Work on non-affected portions of the project, as determined by the City, may continue during the process. Curation may be an appropriate mitigation measure for an artifact that must be removed during project excavation or testing.

(Reference: State CEQA Guidelines, § 15064.5.)

5.15 EVALUATING IMPACTS ON ARCHAEOLOGICAL SITES.

When a project will impact an archaeological site, the City shall first determine whether the site is a historical resource, as defined in Local Guidelines Section 11.28 If the archaeological site is a historical resource, it shall be treated and evaluated as such, and not as an archaeological resource. If the archaeological site does not meet the definition of a historical resource, but does meet the definition of a unique archaeological resource set forth in Public Resources Code section 21083.2, the site shall be treated in accordance with said provisions of the Public Resources Code. The time and cost limitations described in Section 21083.2(c-f) do not apply to surveys and site evaluation activities intended to determine whether the project site contains unique archaeological resources.

If the archaeological resource is neither a unique archaeological resource nor a historical resource, the effects of the project on those resources shall not be considered a significant effect on the environment. It shall be sufficient that both the resource and the effect on it are noted in the Initial Study or EIR, if one is prepared to address impacts on other resources, but they need not be considered further in the CEQA process.

In the event of an accidental discovery of a possible unique archaeological resource during construction of the project, the City may provide for the evaluation of the find by a qualified archaeologist. If the find is determined to be a unique archaeological resource, the City should

take appropriate steps to implement appropriate avoidance or mitigation measures. Work on non-affected portions of the project, as determined by the City, may continue during the process. Curation may be an appropriate mitigation measure for an artifact that must be removed during project excavation or testing.

When an Initial Study identifies the existence of, or the probable likelihood of, Native American human remains within the Project, the City shall comply with the provisions of State CEQA Guidelines section 15064.5(d). In the event of an accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the City shall comply with the provisions of State CEQA Guidelines section 15064.5(e).

(Reference: State CEQA Guidelines, § 15064.5(c).)

5.16 CONSULTATION WITH WATER AGENCIES REGARDING LARGE DEVELOPMENT PROJECTS.

(a) Projects Subject to Consultation Requirements.

For certain development projects, cities and counties must consult with water agencies. If the City is a municipal water provider, the city or county may request that the City prepare a water supply assessment to be included in the relevant environmental documentation for the project. The City may refer to this section when preparing such an assessment or when reviewing projects in its role as a Responsible Agency. This section applies only to water demand projects as defined by Guideline 11.84. Program level environmental review may not need to be as extensive as project level environmental review. (See Local Guidelines Sections 8.03 and 8.08.)

(b) Water Supply Assessment.

When a city or county as Lead Agency determines the type of environmental document that will be prepared for a water demand project or any project that includes a water demand project, the city or county must identify any public water system (as defined in Local Guidelines Sections 11.60 and 11.84) that may supply water for the project. The city or county must also request that the public water system determine whether the projected demand associated with the project was included in the most recently adopted Urban Water Management Plan. The city or county must also request that the public water system prepare a specified water supply assessment for approval at a regular or special meeting of the public water system governing body.

If no public water system is identified that may supply water for the water demand project, the city or county shall prepare the water supply assessment. The city or county shall consult with any entity serving domestic water supplies whose service area includes the site of the water demand project, the local agency formation commission, and the governing body of any public water system adjacent to the site of the water demand project. The city council or county board of supervisors must approve the water assessment prepared pursuant to this paragraph at a regular or special meeting.

As per Water Code section 10910, the water assessment must include identification of existing water supply entitlements, water rights, or water service contracts relevant to the water supply for the proposed project and water received in prior years pursuant to those entitlements,

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rights, and contracts, and further information is required if water supplies include groundwater. The water assessment must determine the ability of the public water system to meet existing and future demands along with the demands of the proposed water demand project in light of existing and future water supplies. This supply demand analysis is to be conducted via a twenty-year projection, and must assess water supply sufficiency during normal year, single dry year, and multiple dry year hydrology scenarios. If the public water agency concludes that the water supply is, or will be, insufficient, it must submit plans for acquiring additional water supplies.

The city or county may grant the public water agency a thirty (30) day extension of time to prepare the assessment if the public water agency requests an extension within ninety (90) days of being asked to prepare the assessment. If the governing body of the public water system fails to request and receive an extension of time, or fails to submit the water assessment notwithstanding the thirty (30) day extension, the city or county may seek a writ of mandamus to compel the governing body of the public water system to comply.

If a water-demand project has been the subject of a water assessment, no additional water assessment shall be required for subsequent water-demand projects that were included in the larger water-demand project if all of the following criteria are met:

(1) The entity completing the water assessment concluded that its water supplies are sufficient to meet the projected water demand associated with the larger water-demand project, in addition to the existing and planned future uses, including, but not limited to, agricultural and industrial uses; and

(2) None of the following changes has occurred since the completion of the water assessment for the larger water-demand project:

(A) Changes in the larger water-demand project that result in a substantial increase in water demand for the water-demand project;

(B) Changes in the circumstances or conditions substantially affecting the ability of the public water system identified in the water assessment to provide a sufficient supply of water for the water demand project; and

(C) Significant new information becomes available which was not known and could not have been known at the time when the entity had reached its assessment conclusions. The city or county shall include the water assessment, and any water acquisition plan in the EIR, negative declaration, or mitigated negative declaration, or any supplement thereto, prepared for the project, and may include an evaluation of the water assessment and water acquisition plan information within such environmental document. A discussion of water supply availability should be included in the main text of the environmental document. Normally, this discussion should be based on the data and information included in the water supply assessment. In making its required findings under CEQA, the city or county shall determine, based on the entire record, whether projected water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses. If a city or county determines that water supplies will not be sufficient, the city or county shall include that determination in its findings for the project.

The degree of certainty regarding the availability of water supplies will vary depending on the stage of project approval. A Lead Agency should have greater confidence in the availability of water supplies for a specific project than might be required for a conceptual plan (i.e. general plan, specific plan). An analysis of water supply in an environmental document may incorporate by reference information in a water supply assessment, urban water management plan, or other publicly available sources. The analysis shall include the following:

(1) Sufficient information regarding the project's proposed water demand and proposed water supplies to permit the Lead Agency to evaluate the pros and cons of supplying the amount of water that the project will need.

(2) An analysis of the reasonably foreseeable environmental impacts of supplying water throughout all phases of the project.

(3) An analysis of circumstances affecting the likelihood of the water's availability, as well as the degree of uncertainty involved. Relevant factors may include but are not limited to, drought, salt-water intrusion, regulatory or contractual curtailments, and other reasonably foreseeable demands on the water supply.

(4) If the Lead Agency cannot determine that a particular water supply will be available, it shall conduct an analysis of alternative sources, including at least in general terms the environmental consequences of using those alternative sources, or alternatives to the project that could be served with available water.

For complete information on these requirements, consult Water Code sections 10910, et seq. For other CEQA provisions applicable to these types of projects, see Local Guidelines Sections 7.03 and 7.25.

5.17 SUBDIVISIONS WITH MORE THAN 500 DWELLING UNITS.

Cities and counties must obtain written verification (see Form "O" for a sample) from the applicable public water system(s) that a sufficient water supply is available before approving certain residential development projects. If the City is a municipal water provider for a project, the city or county may request such a verification from the City. The City should also be aware of these requirements when reviewing projects in its role as a Responsible Agency.

Cities and counties are prohibited from approving a tentative map, parcel map for which a tentative map was not required, or a development agreement for a subdivision of property of more than 500 dwellings units, unless:

(1) The City Council, Board of Supervisors, or the advisory agency receives written verification from the applicable public water system that a sufficient water supply is available; or

(2) Under certain circumstances, the City Council, Board of Supervisors or the advisory agency makes a specified finding that sufficient water supplies are, or will be, available prior to completion of the project.

For complete information on these requirements, consult Government Code section 66473.7.

5.18 IMPACTS TO OAK WOODLANDS.

When a county prepares an Initial Study to determine what type of environmental document will be prepared for a project within its jurisdiction, the county must determine whether the project may result in a conversion of oak woodlands that will have a significant effect on the environment. Normally, this rule will not apply to projects undertaken by the City. However, if the City is a Responsible Agency on such a project, the City should endeavor to ensure that the county, as Lead Agency, analyzes these impacts in accordance with CEQA.

(Reference: Pub. Resources Code, § 21083.4.)

5.19 CLIMATE CHANGE AND GREENHOUSE GAS EMISSIONS.

A. Estimating or Calculating the Magnitude of the Project's Greenhouse Gas Emissions.

The City shall analyze the greenhouse gas emissions of its projects as required by State CEQA Guidelines section 15064.4. For projects subject to CEQA, the City shall make a good-faith effort, based to the extent possible on scientific and factual data, to describe, calculate or estimate the amount of greenhouse gas emissions resulting from a project.

In performing analysis of greenhouse gas emissions, the City, as Lead Agency, shall have discretion to determine, in the context of a particular project, whether to:

(1) Quantify greenhouse gas emissions resulting from a project; and/ or

(2) Rely on a qualitative analysis or performance-based standards.

B. Factors in Determining Significance.

In determining the significance of a project's greenhouse gas emissions, the City, when acting as Lead Agency, should focus its analysis on the reasonably foreseeable incremental contribution of the project's emissions to the effects of climate change. A project's incremental contribution may be cumulatively considerable even if it appears relatively small compared to statewide, national, or global emissions. The City's analysis should consider a timeframe that is appropriate for the project. The City's analysis also must reasonably reflect evolving scientific knowledge and state regulatory schemes.

Once the amount of a project's greenhouse gas emissions have been described, estimated, or calculated, the City should consider the following factors, among others, to determine whether those emissions are significant:

(1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting. Physical environmental conditions in the vicinity of the project, as they exist at the

time the Notice of Preparation is published or the time when the environmental analysis is commenced, will normally constitute the baseline. All project phases, including construction and operation, should be considered in determining whether a project will cause emissions to increase or decrease as compared to the baseline;

(2) Whether the project emissions exceed a threshold of significance that the Lead Agency determines applies to the project. The Lead Agency may rely on thresholds of significance developed by experts or other agencies, provided that application of the threshold and the significance conclusion is supported with substantial evidence. When relying on thresholds developed by other agencies, the Lead Agency should ensure that the threshold is appropriate for the project and the project's location; and

(3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions (see, e.g., State CEQA Guidelines section 15183.5(b)). Such requirements must be adopted by the relevant public agency through a public review process and must reduce or mitigate the project's incremental contribution of greenhouse gas emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project. In determining the significance of impacts, the Lead Agency may consider a project's consistency with the State's long-term climate goals or strategies, provided that substantial evidence supports the agency's analysis of how those goals or strategies address the project's incremental contribution to climate change and its conclusion that the project's incremental contribution is not cumulatively considerable.

The Lead Agency may use a model or methodology to estimate greenhouse gas emissions resulting from a project. The Lead Agency has discretion to select the model or methodology it considers most appropriate to enable decision makers to intelligently take into account the project's incremental contribution to climate change. The Lead Agency must support its selection of a model or methodology with substantial evidence. The Lead Agency should explain the limitations of the particular model or methodology selected for use.

C. Consistency with Applicable Plans.

When an EIR is prepared, it must discuss any inconsistencies between the proposed project and any applicable general plan, specific plans, and regional plans. This includes, but is not limited to, any applicable air quality attainment plans, regional blueprint plans, or plans for the reduction of greenhouse gas emissions.

D. Mitigation Measures Related to Greenhouse Gas Emissions.

Lead Agencies must consider feasible means of mitigating the significant effects of greenhouse gas emissions. Any such mitigation measure must be supported by substantial evidence and be subject to monitoring or reporting. Potential mitigation will depend on the particular circumstances of the project, but may include the following, among others:

(1) Measures in an existing plan or mitigation program for the reduction of emissions that are required as part of the Lead Agency's decision;

(2) Reductions in emissions resulting from a project through implementation of project features, project design, or other measures, such as those described in State CEQA Guidelines Appendix F;

(3) Off-site measures, including offsets that are not otherwise required, to mitigate a project's emissions;

(4) Measures that sequester greenhouse gases; and

(5) In the case of the adoption of a plan, such as a general plan, long range development plan, or plan for the reduction of greenhouse gas emissions, mitigation may include the identification of specific measures that may be implemented on a project-by-project basis. Mitigation may also include the incorporation of specific measures or policies found in an adopted ordinance or regulation that reduces the cumulative effect of emissions.

E. Streamlined Analysis of Greenhouse Gas Emissions.

Under certain limited circumstances, the legislature has specifically declared that the analysis of greenhouse gas emissions or climate change impacts may be limited. Public Resources Code sections 21155, 21155.2, and 21159.28 provide that if certain residential, mixed use and transit priority projects meet specified ratios and densities, then the lead agencies for those projects may conduct a limited review of greenhouse gas emissions or may be exempted from analyzing global warming impacts that result from cars and light duty trucks, if a detailed list of requirements is met. However, unless the project is exempt from CEQA, the Lead Agency must consider whether such projects will result in greenhouse gas emissions from other sources, including, but not limited to, energy use, water use, and solid waste disposal.

F. Tiering.

The City may analyze and mitigate the significant effects of greenhouse gas emissions at a programmatic level. Later project-specific environmental documents may then tier from and/or incorporate by reference that existing programmatic review.

G. Plans for the Reduction of Greenhouse Gas Emissions.

Public agencies may choose to analyze and mitigate greenhouse gas emissions in a plan for the reduction of greenhouse gas emissions or in a similar document. A plan for the reduction of greenhouse gas emissions should:

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(1) Quantify greenhouse gas emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area;

(2) Establish a level, based on substantial evidence, below which the contribution to greenhouse gas emissions from activities covered by the plan would not be cumulatively considerable;

(3) Identify and analyze the greenhouse gas emissions resulting from specific actions or categories of actions anticipated within the geographic area;

(4) Specify measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level;

(5) Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels; and

(6) Be adopted in a public process following environmental review.

A plan for the reduction of greenhouse gas emissions, once adopted following certification of an EIR, or adoption of another environmental document, may be used in the cumulative impacts analysis of later projects. An environmental document that relies on a plan for the reduction of greenhouse gas emissions for a cumulative impacts analysis must identify those requirements specified in the plan that apply to the project, and, if those requirements are not otherwise binding and enforceable, incorporate those requirements as mitigation measures applicable to the project. If there is substantial evidence that the effects of a particular project may be cumulatively considerable notwithstanding the project's compliance with the specified requirements in the plan for reduction of greenhouse gas emissions, an EIR must be prepared for the project.

H. Analyzing the Effects of Climate Change on the Project.

Where an EIR is prepared for a project, the EIR shall analyze any significant environmental effects the project might cause by bringing development and people into the project area that may be affected by climate change. In particular, the EIR should evaluate any potentially significant impacts of locating development in areas susceptible to hazardous conditions (e.g., floodplains, coastlines, wildfire risk areas) as identified in authoritative hazard maps, risk assessments or in land use plans addressing such hazards areas. The analysis may be limited to the potentially significant effects of locating the project in a potentially hazardous location. Further, this analysis may be limited by the project's life in relation to the potential of such effects to occur and the availability of existing information related to potential future effects of climate change. Further, the EIR need not include speculation regarding such future effects.

5.20 ENERGY CONSERVATION.

Potentially significant energy implications of a project must be considered in an EIR to the extent relevant and applicable to the project. Therefore, the project description should identify the following as applicable or relevant to the particular project:

(1) Energy consuming equipment and processes which will be used during construction, operation and/or removal of the project. If appropriate, this discussion should consider the energy intensiveness of materials and equipment required for the project;

(2) Total energy requirements of the project by fuel type and end use;

(3) Energy conservation equipment and design features;

(4) Identification of energy supplies that would serve the project; and

(5) Total estimated daily vehicle trips to be generated by the project and the additional energy consumed per trip by mode.

As described in Local Guidelines Section 5.06, above, an initial study must include a description of the environmental setting. The discussion of the environmental setting may include existing energy supplies and energy use patterns in the region and locality. The City may also consider the extent to which energy supplies have been adequately considered in other environmental documents. Environmental impacts may include:

(1) The project's energy requirements and its energy use efficiencies by amount and fuel type for each stage of the project including construction, operation, maintenance and/or removal. If appropriate, the energy intensiveness of materials may be discussed;

(2) The effects of the project on local and regional energy supplies and on requirements for additional capacity;

(3) The effects of the project on peak and base period demands for electricity and other forms of energy;

(4) The degree to which the project complies with existing energy standards;

(5) The effects of the project on energy resources; and/or

(6) The project's projected transportation energy use requirements and its overall use of efficient transportation alternatives.

As discussed above in Section 5.06, the Initial Study must identify the potential environmental effects of the proposed activity. That discussion must include the unavoidable adverse effects. Unavoidable adverse effects may include wasteful, inefficient and unnecessary consumption of energy during the project construction, operation, maintenance and/or removal that cannot be feasibly mitigated.

When discussing energy conservation, alternatives should be compared in terms of overall energy consumption and in terms of reducing wasteful, inefficient and unnecessary consumption of energy.

5.21 ENVIRONMENTAL IMPACT ASSESSMENT.

The Initial Study identifies which environmental impacts may be significant. Based upon the Initial Study, Staff shall determine whether a proposed project may or will have a significant effect on the environment. Such determination shall be made in writing on the Environmental Impact Assessment Form (Form "C"). If Staff finds that a project will not have a significant effect on the environment, it shall recommend that a Negative Declaration be prepared and adopted by the decision-making body. If Staff finds that a project may have a significant effect on the environment, but the effects can be mitigated to a level of insignificance, it shall recommend that a Mitigated Negative Declaration be prepared and adopted by the decision-making body. If Staff finds that a project may have a significant effect on the environment, it shall recommend that an EIR be prepared and certified by the decision-making body.

5.22 FINAL DETERMINATION.

The City Council shall have the final responsibility for determining whether an EIR, Negative Declaration or Mitigated Negative Declaration shall be required for any project. The City Council's determination shall be final and conclusive on all persons, including Responsible Agencies and Trustee Agencies, except as provided in Section 15050(c) of the State CEQA Guidelines. Additionally, in the event the City Council has delegated authority to a subsidiary board or official to approve a project, the City Council also hereby delegates to that subsidiary board or official the authority to make all necessary CEQA determinations, including whether an EIR, Negative Declaration, Mitigated Negative Declaration or exemption shall be required for any project. A subsidiary board or official's CEQA determination shall be subject to appeal consistent with the City's established procedures for appeals.

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6. NEGATIVE DECLARATION

6.01 DECISION TO PREPARE A NEGATIVE DECLARATION.

A Negative Declaration (Form "E") shall be prepared for a project subject to CEQA when the Initial Study shows that there is no substantial evidence in light of the whole record that the project may have a significant or potentially significant adverse effect on the environment. (See Local Guidelines Sections 11.66 and 11.72.)

(Reference: State CEQA Guidelines, § 15070(a).)

6.02 DECISION TO PREPARE A MITIGATED NEGATIVE DECLARATION.

A Mitigated Negative Declaration (Form "E") shall be prepared for a project subject to CEQA when the Initial Study identifies potentially significant effects on the environment, but:

(a) The project applicant has agreed to revise the project or the City can revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur; or
(b) There is no substantial evidence in light of the whole record before the City that the revised project may have a significant effect.

It is insufficient to require an applicant to adopt mitigation measures after final adoption of the Mitigated Negative Declaration or to state that mitigation measures will be recommended on the basis of a future study. The City must know the measures at the time the Mitigated Negative Declaration is adopted in order for them to be evaluated and accepted as adequate mitigation. Evidence of agreement by the applicant to such mitigation should be in the record prior to public review. Except where noted, the procedural requirements for the preparation and approval of a Negative Declaration and Mitigated Negative Declaration are the same.

(Reference: State CEQA Guidelines, § 15070(b).)

6.03 CONTRACTING FOR PREPARATION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

The City, when acting as Lead Agency, is responsible for preparing all documents required pursuant to CEQA. The documents may be prepared by Staff or by private consultants pursuant to a contract with the City, but they must be the City's product and reflect the independent judgment of the City.

6.04 NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

When, based upon the Initial Study, it is recommended to the decision-making body that a Negative Declaration or Mitigated Negative Declaration be adopted, a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration (Form "D") shall be prepared. In addition to being provided to the public through the means set forth in Local Guidelines Section 6.07, this Notice shall also be provided to:

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(a) Each Responsible and Trustee Agency;
(b) Any other federal, state, or local agency that has jurisdiction by law or exercises authority over resources affected by the project, including:

(1) Any water supply agency consulted under Local Guidelines Section 5.16;

(2) Any city or county bordering on the project area;

(3) For a project of statewide, regional, or area-wide significance, to any transportation agencies or public agencies which have major local arterials or public transit facilities within five (5) miles of the project site or freeways, highways, or rail transit service within ten (10) miles of the project site which could be affected by the project; and

(4) For a subdivision project located within one mile of a facility of the State Water Resources Development System, to the California Department of Water Resources;

(c) The last known name and address of all organizations and individuals who have previously filed a written request with the City to receive these Notices;
(d) For certain projects that may impact a low-level flight path, military impact zone, or special use airspace and that meet the other criteria of Local Guidelines Section 6.05, to the specified military services contact;
(e) For certain projects that involve the construction or alteration of a facility anticipated to include hazardous air emissions or handle hazardous substances within one-quarter mile of a school and that meet the other requirements of Local Guidelines Section 6.06, to any potentially affected school district;
(f) For certain waste-burning projects that meet the requirements of Local Guidelines Section 5.11 (regarding mandatory preparation of EIR) (see also Local Guidelines Section 7.27), to the owners and occupants of property within one-fourth mile of any parcel on which the project will be located; and
(g) For a project that establishes or amends a redevelopment plan that contains land in agricultural use, notice shall be provided to the agricultural and farm agencies and organizations specified in Health and Safety Code section 33333.3.

The Notice of Intent must also be posted to the Lead Agency's website, if any. (Pub. Resources Code, § 21092.2(d).) Additionally, for a project of statewide, regional, or area-wide significance, the Lead Agency should also consult with public transit agencies with facilities within one-half mile of the proposed project.

A copy of the proposed Negative Declaration or Mitigated Negative Declaration and the Initial Study shall be attached to the Notice of Intent to Adopt that is sent to every Responsible Agency and Trustee Agency concerned with the project and every other public agency with jurisdiction by law over resources affected by the project.

The public review period for a Negative Declaration or Mitigated Negative Declaration shall not be less than twenty (20) days; the public review period shall be at least thirty (30) days where the Negative Declaration or Mitigated Negative Declaration is for a proposed project where

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(1) a state agency is the lead agency, a responsible agency, or a trustee agency; (2) a state agency otherwise has jurisdiction by law with respect to the project; or (3) the proposed project is of sufficient statewide, regional, or area-wide significance as determined pursuant to State CEQA Guidelines section 15206. The Lead Agency shall give notice of the public review period by filing and posting a Notice of Intent to Adopt a Negative Declaration (Form "D") with the County Clerk before commencement of the public review period; where a public review period of at least 30 days is required, the Lead Agency shall also electronically submit the Notice of Intent to the State Clearinghouse. (Pub. Resources Code, § 21091.)

For purposes of calculating the length of the public review period, the last day of the public review period cannot fall on a weekend, a legal holiday, or other day on which the lead agency's offices are closed.[1] (Reference: *Rominger v. County of Colusa* (2014) 229 Cal.App.4th 690, 708.)

If the Negative Declaration or Mitigated Negative Declaration has been submitted to the State Clearinghouse for review by state agencies, the public review period shall be at least as long as the period of review and comment by state agencies. (See Local Guidelines Section 6.10.) Day one of the state agency review period shall be the date that the State Clearinghouse distributes the Negative Declaration or Mitigated Negative Declaration to state agencies.

The Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration shall contain the following information:

(a) The period during which comments shall be received;
(b) The date, time and place of any public meetings or hearings on the proposed project;
(c) A brief description of the proposed project and its location;
(d) The address where copies of the proposed Negative Declaration or Mitigated Negative Declaration and all documents incorporated by reference in the proposed Negative Declaration or Mitigated Negative Declaration are available for review;
(e) A description of how the proposed Negative Declaration or Mitigated Negative Declaration can be obtained in electronic format;
(f) The Environmental Protection Agency ("EPA") list on which the proposed project site is located, if applicable, and the corresponding information from the applicant's statement (see Local Guidelines Section 2.05); and
(g) The significant effects on the environment, if any, anticipated as a result of the proposed project.

(Reference: Pub. Resources Code, §§ 21082.1, 21091, 21161; State CEQA Guidelines, §§ 15072, 15105, 15205.)

[1] A public agency's "offices are closed" for purposes of this section on days in which the agency is formally closed for business (for example, due to a weekend, a legal holiday, or a formal furlough affecting the entire office). A public agency's office is not considered closed for purposes of this section where the agency's office may be physically closed, but the agency is nonetheless open for business and is operating remotely or virtually (for example, in response to the Covid-19 pandemic).

6.05 PROJECTS AFFECTING MILITARY SERVICES; DEPARTMENT OF DEFENSE NOTIFICATION.

CEQA imposes additional requirements to provide notice to potentially affected military agencies when:

(a) The project meets one of the following three criteria:

(1) The project includes a general plan amendment;

(2) The project is of statewide, regional, or area-wide significance; or

(3) The project relates to a public use airport or certain lands surrounding a public use airport; and

(b) A "military service" (defined in Section 11.42 of these Local Guidelines) has provided its contact office and address and notified the Lead Agency of the specific boundaries of a "low-level flight path" (defined in Section 11.37 of these Local Guidelines), "military impact zone" (defined in Section 11.41 of these Local Guidelines), or "special use airspace" (defined in Section 11.67 of these Local Guidelines).

When a project meets these requirements, the City must provide the military service's designated contact with a copy of the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration that has been prepared for the project, unless the project involves the remediation of lands contaminated with hazardous wastes and meets certain other requirements. See Public Resources Code sections 21080.4 and 21092 and Health and Safety Code sections 25300, et seq.; 25396; and 25187.

The City must provide the military service with sufficient notice of its intent to adopt a Negative Declaration or Mitigated Negative Declaration to ensure that the military service has no fewer than twenty (20) days to review the documents before they are approved, provided that the military service shall have a minimum of thirty (30) days to review the environmental documents if the documents have been submitted to the State Clearinghouse. See State CEQA Guidelines sections 15105(b) and 15190.5(c).

6.06 SPECIAL FINDINGS REQUIRED FOR FACILITIES THAT MAY EMIT HAZARDOUS AIR EMISSIONS NEAR SCHOOLS.

Special procedural rules apply to projects involving the construction or alteration of a facility within one-quarter mile of a school/schools when: (1) the facility might reasonably be anticipated to emit hazardous air emissions or to handle an extremely hazardous substance or a mixture containing extremely hazardous substances in a quantity equal to or greater than the threshold specified in Health and Safety Code section 25532(j), and (2) the emissions or substances may pose a health or safety hazard to persons who would attend or would be employed at the school. If the project meets both of those criteria, a Lead Agency may not approve a Negative Declaration or a Mitigated Negative Declaration unless both of the following have occurred:

(a) The Lead Agency consulted with the affected school district or districts having jurisdiction over the school regarding the potential impact of the project on the school; and
(b) The school district(s) was given written notification of the project not less than thirty (30) days prior to the proposed approval of the Negative Declaration.

When the City is considering the adoption of a Negative Declaration or Mitigated Negative Declaration for a project that meets these criteria, it can satisfy this requirement by providing the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, the proposed Negative Declaration or Mitigated Negative Declaration, and the Initial Study to the potentially affected school district at least thirty (30) days before the decision-making body will consider the adoption of the Negative Declaration or Mitigated Negative Declaration. See also Local Guidelines Section 6.04.

Implementation of this Guideline shall be consistent with the definitions and terms utilized in State CEQA Guidelines section 15186.

6.07 CONSULTATION WITH CALIFORNIA NATIVE AMERICAN TRIBES.

Prior to the release of a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration for a project, the Lead Agency shall begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if:

(a) The California Native American tribe requested to the Lead Agency, in writing, to be informed by the Lead Agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe; and

(b) The California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation. The California Native American tribe shall designate a lead contact person when responding to the Lead Agency. If a lead contact is not designated by the California Native American tribe, or it designates multiple lead contact people, the Lead Agency shall defer to the individuals listed on the contact list maintained by the Native American Heritage Commission. Consultation is defined in Local Guidelines Section 11.12.

To expedite the requirements of this section, the Native American Heritage Commission shall assist the Lead Agency in identifying the California American Native tribes that are traditionally and culturally affiliated with the project area.

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the Lead Agency shall provide formal notification to the designated contact of, or a trial representative of, traditionally and culturally affiliated California Native America tribes that have requested notice, which shall be accomplished by at least one written notification that includes a brief description of the proposed project and its location, the Lead Agency contact information, and a notification that the California Native American tribe has 30 days to request consultation. Where the application for a housing

development project is deemed to be complete on or after March 4, 2020 and before December 31, 2021, the California Native American tribe shall have 60 days to respond to the Lead Agency and request consultation. (Reference: Gov. Code, § 65583(i).)

The Lead Agency shall begin the consultation process within 30 days of receiving a California Native American tribe's request for consultation.

If consultation is requested, the parties may propose mitigation measures, including those set forth in Public Resources Code section 21084.3, capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource. The consultation may include discussion concerning the type of environmental review necessary, the significance of tribal cultural resources, the significance of the project's impacts on the tribal cultural resources, and, if necessary, project alternatives or the appropriate measures for preservation or mitigation that the California Native American tribe may recommend to the Lead Agency.

The consultation shall be considered concluded when either of the following occurs:

(1) The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource.

(2) A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.

The California Native American tribe is not limited in its ability to submit information to the lead agency regarding the significance of the tribal cultural resources, the significance of the project's impact on tribal cultural resources, or any appropriate measures to mitigate the impacts. Additionally, the lead agency or project proponent is not limited in its ability to incorporate changes and additions to the project as a result of the consultation, even if not legally required.

(Reference: Pub. Resources Code, §§ 21080.3.1, 21080.3.2.)

6.08 IDENTIFICATION OF TRIBAL CULTURAL RESOURCES AND PROCESSING OF INFORMATION AFTER CONSULTATION WITH THE CALIFORNIA NATIVE AMERICAN TRIBE

After consultation with the California Native American tribe listed above in Local Guidelines Section 6.07, any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code section 21080.3.2 shall be recommended for inclusion in the Mitigated Negative Declaration and in an adopted mitigation monitoring and reporting program, if the mitigation measures are determined to avoid or lessen the proposed project’s impacts on tribal cultural resources, and if the mitigation measures are enforceable.

If a project may have a significant impact on a tribal cultural resource, the Lead Agency's Mitigated Negative Declaration shall discuss both of the following:

(a) Whether the proposed project has a significant impact on an identified tribal cultural resource;

(b) Whether feasible alternatives or mitigation measures, including those measures that may be agreed to during the consultation, avoid or substantially lessen the impact on the identified tribal cultural resource.

Any information provided regarding the location, description and use of the tribal cultural resource that is submitted by a California Native American tribe during the environmental review process shall not be included in the Negative Declaration or Mitigated Negative Declaration or otherwise disclosed by the Lead Agency or any other public agency to the public, consistent with Government Code section 7927.005 and State CEQA Guidelines section 15120(d), without the prior consent of the tribe that provided the information. If the Lead Agency publishes any information submitted by a California Native American tribe during the consultation or environmental review process, that information shall be published in a confidential appendix to the Negative Declaration or Mitigated Negative Declaration unless the tribe provides consent, in writing, to the disclosure of some or all of the information to the public. This does not prohibit the confidential exchange of the submitted information between public agencies that have lawful jurisdiction over the preparation of the Negative Declaration or the Mitigated Negative Declaration.

The exchange of confidential information regarding tribal cultural resources submitted by a California Native American tribe during the consultation or environmental review process among the Lead Agency, the California Native American tribe, the project applicant, or the project applicant's agent is not prohibited by Public Resources Code section 21082.3. The project applicant and the project applicant's legal advisers must use a reasonable degree of care and maintain the confidentiality of the information exchanged for the purposes of preventing looting, vandalism, or damage to tribal cultural resources and shall not disclose to a third party confidential information regarding the cultural resource unless the California Native American tribe providing the information consents in writing to the public disclosure of such information.

Public Resources Code section 21082.3 does not prevent a Lead Agency or other public agency from describing the information in general terms in the Negative Declaration or Mitigated Negative Declaration so as to inform the public of the basis of the Lead Agency's or other public agency's decision without breaching the confidentiality required. In addition, a Lead Agency may adopt a Mitigated Negative Declaration for a project with a significant impact on an identified tribal cultural resource only if one of the following occurs:

(a) The consultation process between the California Native American tribe and the Lead Agency has occurred as provided in Public Resources Code sections 21080.3.1 and 21080.3.2 and concluded pursuant to subdivision (b) of Section 21080.3.2.

(b) The California Native American tribe has requested consultation pursuant to Public Resources Code section 21080.3.1 and has failed to provide comments to the Lead agency, or otherwise failed to engage, in the consultation process.

(c) The Lead Agency has complied with subdivision (d) of Section 21080.3.1 of the Public Resources Code and the California Native American tribe has failed to request consultation within 30 days.

If substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource but the decision-makers do not include the mitigation measures recommended by the staff in the Mitigated Negative Declaration, or if there are no agreed upon mitigation measures at the conclusion of the consultation; or if no consultation has occurred, the Lead Agency must still consider the adoption of feasible mitigation.

(Reference: Pub. Resources Code, § 21082.3.)

6.09 SIGNIFICANT ADVERSE IMPACTS TO TRIBAL CULTURAL RESOURCES

Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. If the Lead Agency determines that a project may cause a substantial adverse change to a tribal cultural resource, and measures are not otherwise identified in the consultation process provided in Public Resources Code section 21080.3.2 and as set forth in Local Guidelines Section 6.07, the following examples of mitigation measures, if feasible, may be considered to avoid or minimize the significant adverse impacts:

(a) Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural context, or planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.

(b) Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:

(1) Protecting the cultural character and integrity of the resource.

(2) Protecting the traditional use of the resource.

(3) Protecting the confidentiality of the resource.

(c) Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.

(d) Protecting the resource.

(Reference: Pub. Resources Code, § 21084.3.)

6.10 POSTING AND PUBLICATION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

The City shall have a copy of the Notice of Intent to Adopt, the Negative Declaration or Mitigated Negative Declaration, and the Initial Study posted at the City's offices and on the City's website, if any, and shall make these documents available for public inspection. The Notice must be provided either twenty (20) or thirty (30) days prior to final adoption of the Negative Declaration or Mitigated Negative Declaration. The public review period for a Negative

Declaration or Mitigated Negative Declaration prepared for a project subject to state agency review, as set forth in Local Guidelines Section 6.11 must be circulated for at least as long as the review period established by the State Clearinghouse, usually no less than thirty (30) days. Under certain circumstances, a shortened review period of at least twenty (20) days may be approved by the State Clearinghouse as provided for in State CEQA Guidelines section 15105. See the Shortened Review Request Form "P." The state review period will commence on the date the State Clearinghouse distributes the document to state agencies. The State Clearinghouse will distribute the document within three (3) days of receipt if the Negative Declaration or Mitigated Negative Declaration is deemed complete.

The Notice must also be posted in the office of the Clerk in each county in which the project is located and must remain posted throughout the public review period. The County Clerk is required to post the Notice within twenty-four (24) hours of receiving it.

Notice shall be provided as stated in Local Guidelines Section 6.04. In addition, Notice of the Intent to Adopt shall be given to the last known name and address of all organizations and individuals who have previously requested notice; by posting the notice on the website of the lead agency; and by at least one of the following procedures:

(a) Publication at least once in a newspaper of general circulation in the area affected by the proposed project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas;
(b) Posting of notice on and off site in the area where the project is to be located; or
(c) Direct mailing to owners and occupants of property contiguous to the project, as shown on the latest equalized assessment roll.

The City, when acting as Lead Agency, shall consider all comments received during the public review period for the Negative Declaration or Mitigated Negative Declaration. For a Negative Declaration or Mitigated Negative Declaration, the City is not required to respond in writing to comments it receives either during or after the public review period. However, the City may provide a written response to all comments if it will not delay action on the Negative Declaration or Mitigated Negative Declaration, since any comment received prior to final action on the Negative Declaration or Mitigated Negative Declaration can form the basis of a legal challenge. A written response that refutes the comment or adequately explains the City's action in light of the comment will assist the City in defending against a legal challenge. The City shall notify any public agency that comments on a Negative Declaration or Mitigated Negative Declaration of the public hearing or hearings, if any, on the project for which the Negative Declaration or Mitigated Negative Declaration was prepared.

(Reference: Pub. Resources Code, § 21092; State CEQA Guidelines, §§ 15072-15073.)

6.11 SUBMISSION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION TO STATE CLEARINGHOUSE.

A Negative Declaration or Mitigated Negative Declaration must be submitted to the State Clearinghouse, in an electronic form as required by the Office of Land Use and Climate Innovation

("LCI"), regardless of whether the document must be circulated for review and comment by state agencies under State CEQA Guidelines section 15205 and 15206. The Negative Declaration or Mitigated Negative Declaration must be submitted via LCI's CEQASubmit website (https://ceqasubmit.lci.ca.gov/). The CEQASubmit website differentiates between environmental documents that do require review and comment by state agencies and those that do not. In particular, the website provides a "Local Review Period" tab for submitting documents that do not require review and comment by state agencies, and a "State Review Period" tab for submitting documents that do require review and comment by state agencies.

A Negative Declaration or Mitigated Negative Declaration must be submitted to the State Clearinghouse for review and comment by state agencies (i.e., a Negative Declaration or Mitigated Negative Declaration must be submitted through the CEQASubmit website under the "State Review Period" tab) in the following situations:

(a) The Negative Declaration or Mitigated Negative Declaration is prepared by a Lead Agency that is a state agency;
(b) The Negative Declaration or Mitigated Negative Declaration is prepared by a public agency where a state agency is a Responsible Agency, Trustee Agency, or otherwise has jurisdiction by law with respect to the project; or
(c) The Negative Declaration or Mitigated Negative Declaration is for a project identified in State CEQA Guidelines section 15206 as being of statewide, regional, or area-wide significance.

State CEQA Guidelines section 15206 identifies the following types of projects as being examples of projects of statewide, regional, or area-wide significance that require submission to the State Clearinghouse for circulation:

(1) Projects that have the potential to cause significant environmental effects beyond the city or county where the project would be located, such as:

    (a) Residential development of more than 500 units;
    (b) Commercial projects employing more than 1,000 persons or covering more than 500,000 square feet of floor space;
    (c) Office building projects employing more than 1,000 persons or covering more than 250,000 square feet of floor space;
    (d) Hotel or motel development of more than 500 rooms; or
    (e) Industrial projects housing more than 1,000 persons, occupying more than 40 acres of land, or covering more than 650,000 square feet of floor area;

(2) Projects for the cancellation of a Williamson Act contract covering 100 or more acres;

(3) Projects in one of the following Environmentally Sensitive Areas:

    (a) Lake Tahoe Basin;
    (b) Santa Monica Mountains Zone;
    (c) Sacramento-San Joaquin River Delta;
    (d) Suisun Marsh;

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(e) Coastal Zone, as defined by the California Coastal Act;
(f) Areas within one-quarter mile of a river designated as wild and scenic; or
(g) Areas within the jurisdiction of the San Francisco Bay Conservation and Development Commission;

(4) Projects that would affect sensitive wildlife habitats or the habitats of any rare, threatened, or endangered species;

(5) Projects that would interfere with water quality standards; and

(6) Projects that would provide housing, jobs, or occupancy for 500 or more people within 10 miles of a nuclear power plant.

A Negative Declaration or Mitigated Negative Declaration may also be submitted to the State Clearinghouse for circulation if a state agency has special expertise with regard to the environmental impacts involved.

The public review period for a Negative Declaration or a Mitigated Negative Declaration shall not be less than twenty (20) days. The review period, however, shall be at least thirty (30) days if the Negative Declaration or Mitigated Negative Declaration is for a proposed project where a state agency is the lead agency, a responsible agency, or a trustee agency; a state agency otherwise has jurisdiction by law with respect to the project; or the proposed project is of sufficient statewide, regional, or areawide significance as determined pursuant to the guidelines certified and adopted pursuant to State CEQA Guidelines section 15206. When the Negative Declaration or Mitigated Negative Declaration is submitted to the State Clearinghouse for review, the review period begins (day one) on the date that the State Clearinghouse distributes the Negative Declaration or Mitigated Negative Declaration to state agencies. The State Clearinghouse is required to distribute the Negative Declaration or Mitigated Negative Declaration to state agencies within three (3) working days from the date the State Clearinghouse receives the document, as long as the Negative Declaration or Mitigated Negative Declaration is complete when submitted to the State Clearinghouse. If the document submitted to the State Clearinghouse is not complete, the State Clearinghouse must notify the Lead Agency. The review period for the public and all other agencies may run concurrently with the state agency review period established by the State Clearinghouse, but the public review period cannot conclude before the state agency review period does. The review period for the public shall be at least as long as the review period established by the State Clearinghouse.

A shorter review period by the State Clearinghouse for a Negative Declaration or Mitigated Negative Declaration can be requested by the decision-making body. The shortened review period shall not be less than twenty (20) days. Such a request must be made in writing by the Lead Agency to LCI. The decision-making body may designate by resolution or ordinance an individual authorized to request a shorter review period. (See Form "P"). Any approval of a shortened review period must be given prior to, and reflected in, the public notice. However, a shortened review period shall not be approved by LCI for any proposed project of statewide, regional or area-wide environmental significance, as defined by State CEQA Guidelines section 15206.

When the Lead Agency completes its Negative Declaration or Mitigated Negative Declaration for a proposed project, the Lead Agency must also cause a Notice of Completion (Form "H") to be filed with the Office of Land Use and Climate Innovation via its CEQASubmit website. The Notice of Completion should briefly identify the project, indicate that an environmental document has been prepared for the project, and identify the project location by latitude and longitude.

The Lead Agency must post the Notice of Intent, Notice of Completion, and Negative Declaration or Mitigated Negative Declaration on its website, if any.

(Reference: Pub. Resources Code, §§ 21082.1, 21161; State CEQA Guidelines, §§ 15205, 15206.)

6.12 SPECIAL NOTICE REQUIREMENTS FOR WASTE- AND FUEL-BURNING PROJECTS.

For any project that involves the burning of municipal waste, hazardous waste, or refuse-derived fuel (such as tires) and that does not require an EIR, as defined in Local Guidelines Section 5.11, a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration shall be given to all organizations and individuals who have previously requested it and shall also be given by all three of the procedures listed in Local Guidelines Section 6.07. In addition, Notice shall be given by direct mailing to the owners and occupants of property within one-quarter mile of any parcel or parcels on which such a project is located. (Public Resources Code section 21092(c).)

These notice requirements apply only to those projects described in Local Guidelines Section 5.11. These notice requirements do not preclude the City from providing additional notice by other means if desired.

(Reference: Pub. Resources Code, § 21092(c).)

6.13 CONSULTATION WITH WATER AGENCIES REGARDING LARGE DEVELOPMENT PROJECTS.

Under specific circumstances a city or county acting as Lead Agency must consult with the public water system that will supply the project to determine whether the public water system can adequately supply the water needed for the project. As a Responsible Agency, the City should be aware of these requirements. See Local Guidelines Section 5.16 for more information on these requirements.

(Reference: State CEQA Guidelines, § 15155.)

6.14 CONTENT OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

A Negative Declaration must be prepared directly by or under contract to the City and should generally resemble Form "E." It shall contain the following information:

(a) A brief description of the project proposed, including any commonly used name for the project;
(b) The location of the project and the name of the project proponent;

(c) A finding that the project as proposed will not have a significant effect on the environment; and
(d) An attached copy of the Initial Study documenting reasons to support the finding.

For a Mitigated Negative Declaration, feasible mitigation measures included in the project to substantially lessen or avoid potentially significant effects must be fully enforceable through permit conditions, agreements, or other measures. Such permit conditions, agreements, and measures must be consistent with applicable constitutional requirements such as the "nexus" and "rough proportionality" standards established by case law.

The proposed Negative Declaration or Mitigated Negative Declaration must reflect the independent judgment of the City.

(Reference: State CEQA Guidelines, § 15071.)

6.15 TYPES OF MITIGATION.

The following is a non-exhaustive list of potential types of mitigation the City may consider:

(a) Avoidance;
(b) Preservation;
(c) Rehabilitation or replacement. Replacement may be on-site or off-site depending on the particular circumstances; and/or
(d) Participation in a fee program.

(Reference: State CEQA Guidelines, § 15370.)

6.16 ADOPTION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

Following the publication, posting or mailing of the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, but not before the expiration of the applicable twenty (20) or thirty (30) day public review period, the Negative Declaration or Mitigated Negative Declaration may be presented to the decision-making body at a regular or special meeting. Prior to adoption, the City shall independently review and analyze the Negative Declaration or Mitigated Negative Declaration and find that the Negative Declaration or Mitigated Negative Declaration reflects the independent judgment of the City.

If new information is added to the Negative Declaration or Mitigated Negative Declaration after public review, the City should determine whether recirculation is warranted. (See Local Guidelines Section 6.19). If the decision-making body finds that the project will not have a significant effect on the environment, it shall adopt the Negative Declaration or Mitigated Negative Declaration. If the decision-making body finds that the proposed project may have a significant effect on the environment that cannot be mitigated or avoided, it shall order the preparation of a Draft EIR and the filing of a Notice of Preparation of a Draft EIR.

When adopting a Negative Declaration or Mitigated Negative Declaration, the City shall specify the location and custodian of the documents or other material that constitute the record of

proceedings upon which it based its decision. If adopting a Negative Declaration for a project that may emit hazardous air emissions within one-quarter mile of a school and that meets the other requirements of Local Guidelines Section 6.06, the decision-making body must also make the findings required by Local Guidelines Section 6.06.

As Lead Agency, the City may charge a non-elected official or body with the responsibility of independently reviewing the adequacy of and adopting a Negative Declaration or a Mitigated Negative Declaration. Any final CEQA determination made by a non-elected decisionmaker, however, is appealable to the City Council within either (a) the time period set forth in the City's established process to appeal the non-elected decisionmaker's CEQA determination; or, if no such process exists, (2) ten (10) days of the non-elected decisionmaker's determination. If the non-elected decisionmaker's CEQA determination is not timely appealed as set forth herein, the non-elected decisionmaker's determination shall be final.

(Reference: State CEQA Guidelines, § 15074.)

6.17 MITIGATION REPORTING OR MONITORING PROGRAM FOR MITIGATED NEGATIVE DECLARATION.

When adopting a Mitigated Negative Declaration pursuant to Local Guidelines Section 6.13, the City shall adopt a reporting or monitoring program to assure that mitigation measures, which are required to mitigate or avoid significant effects on the environment, will be fully enforceable through permit conditions, agreements, or other measures and implemented by the project proponent or other responsible party in a timely manner, in accordance with conditions of project approval. The City shall also specify the location and the custodian of the documents that constitute the record of proceedings upon which it based its decision. There is no requirement that the reporting or monitoring program be circulated for public review; however, the City may choose to circulate it for public comments along with the Mitigated Negative Declaration. The mitigation measures required to mitigate or avoid significant effects on the environment must be adopted as conditions of project approval.

This reporting or monitoring program shall be designed to assure compliance during the implementation or construction of a project and shall otherwise comply with the requirements described in Local Guidelines Section 7.38. If a Responsible Agency or Trustee Agency has required that certain conditions be incorporated into the project, the City may request that agency to prepare and submit a proposed reporting or monitoring program. The City shall also require that, prior to the close of the public review period for a Mitigated Negative Declaration (see Local Guidelines Section 6.04), the Responsible or Trustee Agency submit detailed performance objectives for mitigation measures, or refer the City to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to the City by a Responsible or Trustee Agency shall be limited to measures that mitigate impacts to resources that are within the Responsible or Trustee Agency's authority.

Local agencies have the authority to levy fees sufficient to pay for this program. Therefore, the City can charge the project proponent a fee to cover actual costs of program processing and implementation.

Transportation information resulting from the reporting or monitoring program required to be adopted by the City shall be submitted to the regional transportation planning agency where the project is located and to the Department of Transportation for a project of statewide, regional or area-wide significance according to State CEQA Guidelines section 15206. The transportation planning agency and the Department of Transportation are required by law to adopt guidelines for the submittal of these reporting or monitoring programs, so the City may wish to tailor its submittal to such guidelines.

(Reference: State CEQA Guidelines, §§ 15074, 15097.)

6.18 APPROVAL OR DISAPPROVAL OF PROJECT.

At the time of adoption of a Negative Declaration or Mitigated Negative Declaration, the decision-making body may consider the project for purposes of approval or disapproval. Prior to approving the project, the decision-making body shall consider the Negative Declaration or Mitigated Negative Declaration, together with any written comments received and considered during the public review period, and shall approve or disapprove the Negative Declaration or Mitigated Negative Declaration. In making a finding as to whether there is any substantial evidence that the project will have a significant effect on the environment, the factors listed in Local Guidelines Section 5.08 should be considered. (See Local Guidelines Section 6.06 for approval requirements for facilities that may emit hazardous pollutants or that may handle extremely hazardous substances within one-quarter mile of a school site.)

(Reference: State CEQA Guidelines, § 15092.)

6.19 RECIRCULATION OF A NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

A Negative Declaration or Mitigated Negative Declaration must be recirculated when the document must be substantially revised after the public review period but prior to its adoption. A "substantial revision" occurs when the City has identified a new and avoidable significant effect for which mitigation measures or project revisions must be added in order to reduce the effect to a level of insignificance, or when the City determines that the proposed mitigation measures or project revisions will not reduce the potential effects to less than significant and new measures or revisions must be required.

Recirculation is not required under the following circumstances:

(a) Mitigation measures are replaced with equal or more effective measures, and the City makes a finding to that effect;
(b) New project revisions are added after circulation of the Negative Declaration or Mitigated Negative Declaration or in response to written or oral comments on the project's effects, but the revisions do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect;
(c) Measures or conditions of project approval are added after circulation of the Negative Declaration or Mitigated Negative Declaration, but the measures or conditions are not required by CEQA, do not create new significant environmental effects, and are not necessary to mitigate an avoidable significant effect; or

(d) New information is added to the Negative Declaration or Mitigated Declaration which merely clarifies, amplifies, or makes insignificant modifications to the Negative Declaration or Mitigated Negative Declaration.

If, after preparation of a Negative Declaration or Mitigated Negative Declaration, the City determines that the project requires an EIR, it shall prepare and circulate the Draft EIR for consultation and review and advise reviewers in writing that a proposed Negative Declaration or Mitigated Declaration had previously been circulated for the project.

(Reference: State CEQA Guidelines, § 15073.5.)

6.20 NOTICE OF DETERMINATION ON A PROJECT FOR WHICH A PROPOSED NEGATIVE OR MITIGATED NEGATIVE DECLARATION HAS BEEN APPROVED.

After final approval of a project for which a Negative Declaration or Mitigated Negative Declaration has been prepared, Staff shall cause to be prepared, filed, and posted a Notice of Determination (Form "F"). The Notice of Determination shall contain the following information:

(a) An identification of the project, including the project title as identified on the proposed Negative Declaration or Mitigated Negative Declaration, location, and the State Clearinghouse identification number for the proposed Negative Declaration or Mitigated Negative Declaration if the Notice of Determination is filed with the State Clearinghouse;
(b) For private projects, identification of the person undertaking a project that is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies or the identity of the person receiving a lease, permit, license, certificate, or other entitlement for use from one or more public agencies;
(c) A brief description of the project;
(d) The name of the City and the date on which the City approved the project;
(e) The determination of the City that the project will not have a significant effect on the environment;
(f) A statement that a Negative Declaration or Mitigated Negative Declaration was adopted pursuant to the provisions of CEQA;
(g) A statement indicating whether mitigation measures were made a condition of the approval of the project, and whether a mitigation monitoring plan/program was adopted; and
(h) The address where a copy of the Negative Declaration or Mitigated Negative Declaration may be examined.

The Notice of Determination shall be filed within five (5) working days of project approval with both (1) the Clerk of each county in which the project will be located; and (2) the State Clearinghouse of the Office of Land Use and Climate Innovation.

The City must also post the Notice of Determination on its website. Such electronic notice is in addition to the posting requirements of the State CEQA Guidelines and the Public Resources Code. The Clerk must post the Notice of Determination within twenty-four (24) hours of receipt. The Notice must be posted in the office of the Clerk for a minimum of thirty (30) days. Thereafter, the Clerk shall return the notice to the City with a notation of the period it was posted. The City shall retain the notice for not less than twelve (12) months.

For projects with more than one phase, Staff shall file a Notice of Determination for each phase requiring a discretionary approval.

The filing and posting of the Notice of Determination with the County Clerk, usually starts a thirty (30) day statute of limitations on court challenges to the approval under CEQA. When separate notices are filed for successive phases of the same overall project, the thirty (30) day statute of limitations to challenge the subsequent phase begins to run when the subsequent notice is filed. Failure to file the Notice may result in a one hundred eighty (180) day statute of limitations.

(Reference: State CEQA Guidelines, § 15075.)

6.21 ADDENDUM TO NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

The City may prepare an addendum to an adopted Negative Declaration or Mitigated Negative Declaration if only minor technical changes or additions are necessary. The City may also prepare an addendum to an adopted Negative Declaration or Mitigated Negative Declaration when none of the conditions calling for a subsequent Negative Declaration or Mitigated Negative Declaration have occurred. (See Local Guidelines Section 6.22 below.) An addendum need not be circulated for public review but can be attached to the adopted Negative Declaration or Mitigated Negative Declaration. The City shall consider the addendum with the adopted Negative Declaration or Mitigated Negative Declaration prior to project approval.

(Reference: State CEQA Guidelines, § 15164.)

6.22 SUBSEQUENT NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

When a Negative Declaration or Mitigated Negative Declaration has been adopted for a project, or when an EIR has been certified, no subsequent Negative Declaration, Mitigated Negative Declaration, or EIR shall be prepared for that project unless the Lead Agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(a) Substantial changes are proposed in the project which will require major revisions of the previous EIR, Negative Declaration, or Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(b) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR, Negative Declaration, or Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(c) New information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified or the Negative Declaration was adopted which shows any of the following:

    (1) The project will have one or more significant effects not discussed in the previous EIR or Negative Declaration;

(2) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(3) Mitigation measure(s) or alternative(s) previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents declined to adopt the mitigation measure(s) or alternative(s); or

(4) Mitigation measure(s) or alternative(s) which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure(s) or alternative(s).

The City, as Lead Agency, would then determine whether a Subsequent EIR, Supplemental EIR, Subsequent Negative Declaration, Subsequent Mitigated Negative Declaration, or Addendum would be applicable. Subsequent Negative Declarations and Mitigated Negative Declarations must be given the same notice and public review period as other Negative Declarations. The Subsequent Negative Declaration shall state where the previous document is available and can be reviewed.

(Reference: State CEQA Guidelines, § 15162.)

6.23 PRIVATE PROJECT COSTS.

For private projects, the person or entity proposing to carry out the project shall bear all costs incurred by the City in preparing the Initial Study and in preparing and filing the Negative Declaration or Mitigated Negative Declaration and Notice of Determination.

6.24 FILING FEES FOR PROJECTS THAT AFFECT WILDLIFE RESOURCES.

At the time a Notice of Determination for a Negative Declaration or Mitigated Negative Declaration is filed with the County or Counties in which the project is located, a fee of $2,968.75, or the then applicable fee, shall be paid to the Clerk for projects that will adversely affect fish or wildlife resources. These fees are collected by the Clerk on behalf of DFW pursuant to Fish and Game Code section 711.4.

Only one filing fee is required for each project unless the project is tiered or phased and separate environmental documents are prepared. (Fish & Game Code section 711.4(g).) For projects where Responsible Agencies file separate Notices of Determination, only the Lead Agency is required to pay the fee.

Note: County Clerks are authorized to charge a documentary handling fee for each project in addition to the Fish and Game Code fees specified above. Refer to the Index in the Staff Summary to help determine the correct total amount of fees applicable to the project.

For private projects, the City may pass these costs on to the project applicant.

Fish and Game Code fees may be waived for projects with "no effect" on fish or wildlife resources or for certain projects undertaken by the DFW and implemented through a contract with a non-profit entity or local government agency; however, the Lead Agency must obtain a form showing that the DFW has determined that the project will have "no effect" on fish and wildlife. (Fish and Game Code section 711.4(c)(2)(A)). Projects that are statutorily or categorically exempt from CEQA are also not subject to the filing fee, and do not require a no effect determination. (State CEQA Guidelines sections 15260 through 15333; Fish and Game Code section 711.4(d)(1)). The applicable DFW Regional Office's environmental review and permitting staff are responsible for determining whether a project within their region will qualify for a no effect determination and if the CEQA filing fee will be waived.

The request should be submitted when the CEQA document is released for public review, or as early as possible in the public comment period. Documents submitted in digital format are preferred (e.g. compact disk). If insufficient documentation is submitted to DFW for the proposed project, a no effect determination will not be issued.

If the City believes that a project for which it is Lead Agency will have "no effect" on fish or wildlife resources, it should contact the appropriate DFW Regional Office. The project's CEQA document may need to be provided to the appropriate DFW Regional Office along with a written request. Documentation submitted to the appropriate DFW Regional Office should set forth facts in support of the fee exemption. Previous examples of projects that have qualified for a fee exemption include: minor zoning changes that did not lead to or allow new construction, grading, or other physical alterations to the environment; and minor modifications to existing structures, including addition of a second story to single or multi-family residences.

The fee exemption requirement that the project have "no" impact on fish or wildlife resources is more stringent than the former requirement that a project have only "de minimis" effects on fish or wildlife resources. DFW may determine that a project would have no effect on fish and wildlife if all of the following conditions apply:

- The project would not result in or have the potential to result in harm, harassment, or take of any fish and/or wildlife species.

- The project would not result in or have the potential to result in direct or indirect destruction, ground disturbance, or other modification of any habitat that may support fish and/or wildlife species.

- The project would not result in or have the potential to result in the removal of vegetation with potential to support wildlife.

- The project would not result in or have the potential to result in noise, vibration, dust, light, pollution, or an alteration in water quality that may affect fish and/or wildlife directly or from a distance.

- The project would not result in or have the potential to result in any interference with the movement of any fish and/or wildlife species.

Any request for a fee exemption should include the following information:

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(1) the name and address of the project proponent and applicant contact information;

(2) a brief description of the project and its location;

(3) site description and aerial and/or topographic map of the project site;

(4) State Clearinghouse number or county filing number;

(5) a statement that an Initial Study has been prepared by the City to evaluate the project's effects on fish and wildlife resources, if any; and

(6) a declaration that, based on the City's evaluation of potential adverse effects on fish and wildlife resources, the City believes the project will have no effect on fish or wildlife.

If insufficient documentation is submitted to DFW for the proposed project, a no effect determination will not be issued. (A sample Request for Fee Exemption is attached as Form "L".) DFW will review the City's finding, and if DFW agrees with the City's conclusions, DFW will provide the City with written confirmation. The City should retain DFW's determination as part of the administrative record; the City is required to file a copy of this determination with the County after project approval and at the time of filing of the Notice of Determination.

The City must have written confirmation of DFW's finding of "no impact" at the time the City files its Notice of Determination with the County. The County cannot accept the Notice of Determination unless it is accompanied by the appropriate fee or a written no effect determination from DFW.

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7. ENVIRONMENTAL IMPACT REPORT

7.01 DECISION TO PREPARE AN EIR.

An EIR shall be prepared whenever there is substantial evidence in light of the whole record which supports a fair argument that the project may have a significant effect on the environment. (See Local Guidelines Sections 11.66 and 11.72.) The record may include the Initial Study or other documents or studies prepared to assess the project's environmental impacts.

(Reference: Pub. Resources Code, § 21151.)

7.02 CONTRACTING FOR PREPARATION OF EIRS.

If an EIR is prepared under a contract with the City, the contract must be executed within forty-five (45) days from the date on which the City sends a Notice of Preparation. The City may take longer to execute the contract if the project applicant and the City mutually agree to an extension of the 45-day time limit. (Reference: Pub. Resources Code, § 21151.5.)

The EIR prepared under contract must be the City's product. Staff, together with such consultant help as may be required, shall independently review and analyze the EIR to verify its accuracy, objectivity and completeness prior to presenting it to the decision-making body. The EIR made available for public review must reflect the independent judgment of the City. Staff may require such information and data from the person or entity proposing to carry out the project as Staff deems necessary for completion of the EIR. Reference: State CEQA Guidelines, §§ 15084, 15090.)

7.03 NOTICE OF PREPARATION OF DRAFT EIR.

After determining that an EIR will be required for a proposed project, the Lead Agency shall prepare and submit a Notice of Preparation (Form "G") to the Office of Land Use and Climate Innovation through its CEQASubmit website and to each of the following:

(a) Each Responsible Agency and Trustee Agency involved with the project;
(b) Any other federal, state, or local agency which has jurisdiction by law or exercises authority over resources affected by the project, including:

(1) Any water supply agency consulted under Local Guidelines Section 5.16;

(2) Any city or county bordering on the project area;

(3) For a project of statewide, regional, or area-wide significance, to any transportation agencies or public agencies which have major local arterials or public transit facilities within five (5) miles of the project site or freeways, highways, or rail transit service within ten (10) miles of the project site which could be affected by the project; and

(4) For a subdivision project located within one mile of a facility of the State Water Resources Development System, the California Department of Water Resources;

(c) The last known name and address of all organizations and individuals who have previously filed a written request with the City to receive these Notices;
(d) For certain projects that may impact a low-level flight path, military impact zone, or special use airspace and that meet the other criteria in Local Guidelines Section 7.04, the specified military services contact;
(e) For certain projects that involve the construction or alteration of a facility anticipated to emit hazardous air emissions or handle hazardous substances within one-quarter mile of a school and that meet the other requirements of Local Guidelines Section 7.36, any potentially affected school district;
(f) For certain waste-burning projects that meet the requirements of Local Guidelines Section 5.11 (See also Local Guidelines Section 7.27), the owners and occupants of property within one-fourth mile of any parcel on which the project will be located; and
(g) For a project that establishes or amends a redevelopment plan that contains land in agricultural use, the agricultural and farm agencies and organizations specified in Health and Safety Code section 33333.3.

Additionally, for a project of statewide, regional, or area-wide significance, the Lead Agency should also consult with public transit agencies with facilities within one-half mile of the proposed project.

The Notice of Preparation must also be filed and posted in the office of the Clerk in each county in which the project is located for thirty (30) days. The County Clerk must post the Notice within twenty-four (24) hours of receipt.

When submitting the Notice of Preparation to LCI, a Notice of Completion (Form "H") should be used as a cover sheet. Responsible and Trustee Agencies, the State Clearinghouse, and the state agencies contacted by the State Clearinghouse have thirty (30) days to respond to the Notice of Preparation in writing via certified mail, email, or an equivalent procedure. Agencies that do not respond within thirty (30) days shall be deemed not to have any comments on the Notice of Preparation.

At a minimum, the Notice of Preparation shall include:

(a) A description of the project;
(b) The location of the project indicated either on an attached map (preferably a copy of the USGS 15' or 7½' topographical map identified by quadrangle name) or by a street address and cross street in an urbanized area;
(c) The probable environmental effects of the project;
(d) The name and address of the consulting firm retained to prepare the Draft EIR, if applicable; and
(e) The Environmental Protection Agency ("EPA") list on which the proposed site is located, if applicable, and the corresponding information from the applicant's statement. (See Local Guidelines Section 2.05.)

(Reference: Pub. Resources Code, § 21080.4; State CEQA Guidelines, § 15082.)

7.04 SPECIAL NOTICE REQUIREMENTS FOR AFFECTED MILITARY AGENCIES

CEQA imposes additional requirements to provide notice to potentially affected military agencies when:

(a) A "military service" (defined in Section 11.42 of these Local Guidelines) has provided the City with its contact office and address and notified the City of the specific boundaries of a "low-level flight path" (defined in Section 11.37 of these Local Guidelines), "military impact zone" (defined in Section 11.41 of these Local Guidelines), or "special use airspace" (defined in Section 11.67 of these Local Guidelines); and

(b) The project meets one of the following criteria:

(1) The project is within the boundaries specified pursuant to subsection (a) of this guideline;

(2) The project includes a general plan amendment;

(3) The project is of statewide, regional, or area-wide significance; or

(4) The project relates to a public use airport or certain lands surrounding a public use airport.

When a project meets these requirements, the City must provide the military service's designated contact with any Notice of Preparation, and/or Notice of Availability of Draft EIRs that have been prepared for a project, unless the project involves the remediation of lands contaminated with hazardous wastes and meets certain other requirements. (See Public Resources Code sections 21080.4 and 21092 and Health and Safety Code sections 25300, et seq.; 25396; and 25187.)

The City must provide the military service with sufficient notice of its intent to certify an EIR to ensure that the military service has no fewer than thirty (30) days to review the document; or forty-five (45) days to review the environmental documents before they are approved if the documents have been submitted to the State Clearinghouse.

It should be noted that the effect, or potential effect, a project may have on military activities does not itself constitute an adverse effect on the environment pursuant to CEQA.

(Reference: Pub. Resources Code, §§ 21080.4, 21092; Health & Safety Code, §§ 25300, et seq., 25396, 25187; State CEQA Guidelines, § 15082(a).)

7.05 ENVIRONMENTAL LEADERSHIP DEVELOPMENT PROJECT.

Under certain circumstances, a project applicant may choose to apply to the Governor of the State of California to have the project certified as an Environmental Leadership Development Project. A project may qualify as an Environmental Leadership Development Project if it is one of the following:

(1) A residential, retail, commercial, sports, cultural, entertainment, or recreational use project that meets the following standards:

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- The project is certified as Leadership in Energy and Environmental Design (LEED) gold or better by the United States Green Building Council; and

- The project, where applicable, achieves a 15 percent greater standard for transportation efficiency than comparable projects; and

- The project is located on an infill site; and

- For a project that is within a metropolitan planning organization for which a sustainable communities strategy or alternative planning strategy is in effect, the infill project shall be consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy, for which the State Air Resources Board has accepted a metropolitan planning organization's determination, under subparagraph (H) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code, that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets.

(2) A clean renewable energy project that generates electricity exclusively through wind or solar, but not including waste incineration or conversion.

(3) A clean energy manufacturing project that manufactures products, equipment, or components used for renewable energy generation, energy efficiency, or for the production of clean alternative fuel vehicles.

(4) A housing development project—i.e., a project that entails either residential units only; mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use; or transitional housing or supportive housing—that meets all of the following conditions:

- The housing development project is located on an infill site.

- For a housing development project that is located within a metropolitan planning organization for which a sustainable communities strategy or alternative planning strategy is in effect, the project is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy, for which the State Air Resources Board has accepted a metropolitan planning organization's determination, under subparagraph (H) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code, that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets.

- Notwithstanding paragraph (1) of subdivision (a) of Section 21183, the housing development project will result in a minimum investment of fifteen million

dollars ($15,000,000), but less than one hundred million dollars ($100,000,000), in California upon completion of construction.

- At least 15 percent of the housing development project is dedicated as housing that is affordable to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Upon completion of a housing development project that is qualified under this paragraph and is certified by the Governor, the lead agency or applicant of the project shall notify the Office of Land Use and Climate Innovation of the number of housing units and affordable housing units established by the project. Notwithstanding the foregoing, if a local agency has adopted an inclusionary zoning ordinance that establishes a minimum percentage for affordable housing within the jurisdiction in which the housing development project is located that is higher than 15 percent, the percentage specified in the inclusionary zoning ordinance shall be the threshold for affordable housing.

- Except for use as a residential hotel, as defined in Section 50519 of the Health and Safety Code, no part of the housing development project shall be used for a rental unit for a term shorter than 30 days, or designated for hotel, motel, bed and breakfast inn, or other transient lodging use. Moreover, no part of the housing development project shall be used for manufacturing or industrial uses.

The Governor may certify a leadership project for streamlining before the lead agency certifies an EIR for the project if various conditions set forth in Public Resources Code section 21182 are met. The conditions include but are not limited to the following: (1) except as set forth above, the project will result in a minimum investment of one hundred million dollars ($100,000,000) in California upon completion of construction; (2) the project creates high-wage, highly skilled jobs that pay prevailing wages and living wages, provide construction jobs and permanent jobs for Californians, helps reduce unemployment, and promotes apprenticeship training; and (3) the project will not result in any net additional emission of greenhouse gases, including greenhouse gas emissions from employee transportation.

If the Governor certifies a project as an Environmental Leadership Development Project, any lawsuit challenging the project—including any potential appeals to the court of appeal or the California Supreme Court—must be resolved, to the extent feasible, within 270 days of the filing of the certified record of proceedings with the trial court.

This section shall remain in effect until January 1, 2026. This section does not comprehensively set forth the rules governing Environmental Leadership Development projects. For more information, please see Chapter 6.5 of the Public Resources Code, starting with Public Resources Code section 21178.

7.06 PREPARATION OF DRAFT EIR.

The Lead Agency is responsible for preparing a Draft EIR. The Lead Agency may begin preparation of the Draft EIR without awaiting responses to the Notice of Preparation. However,

information communicated to the Lead Agency not later than thirty (30) days after receipt of the Notice of Preparation shall be included in the Draft EIR.

(Reference: State CEQA Guidelines, § 15084.)

7.07 CONSULTATION WITH CALIFORNIA NATIVE AMERICAN TRIBES.

Prior to the release of a Draft EIR for a project, the Lead Agency shall begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if:

(a) The California Native American tribe requested to the Lead Agency, in writing, to be informed by the Lead Agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe; and

(b) The California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation. The California Native American tribe shall designate a lead contact person when responding to the Lead Agency. If a lead contact is not designated by the California Native American tribe, or if it designates multiple lead contact people, the Lead Agency shall defer to the individuals listed on the contact list maintained by the Native American Heritage Commission. Consultation is defined in Local Guidelines Section 11.12.

To expedite the requirements of this section, the Native American Heritage Commission shall assist the Lead Agency in identifying the California American Native tribes that are traditionally and culturally affiliated with the project area.

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the Lead Agency shall provide formal notification to the designated contact of, or a trial representative of, traditionally and culturally affiliated California Native America tribes that have requested notice, which shall be accomplished by at least one written notification that includes a brief description of the proposed project and its location, the Lead Agency contact information, and a notification that the California Native American tribe has 30 days to request consultation.

The Lead Agency shall begin the consultation process within 30 days of receiving a California Native American tribe's request for consultation.

If consultation is requested, the parties may propose mitigation measures, including those set forth in Public Resources Code section 21084.3, capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource. The consultation may include discussion concerning the type of environmental review necessary, the significance of tribal cultural resources, the significance of the project's impacts on the tribal cultural resources, and, if necessary, project alternatives or the appropriate measures for preservation or mitigation that the California Native American tribe may recommend to the lead agency.

The consultation shall be considered concluded when either of the following occurs:

(1) The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource.

(2) A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.

The California Native American tribe is not limited in its ability to submit information to the Lead Agency regarding the significance of the tribal cultural resources, the significance of the project's impact on tribal cultural resources, or any appropriate measures to mitigate the impacts. Additionally, the Lead Agency or project proponent is not limited in its ability to incorporate changes and additions to the project as a result of the consultation, even if not legally required.

(Reference: Pub. Resources Code, §§ 21080.3.1, 21080.3.2.)

7.08 IDENTIFICATION OF TRIBAL CULTURAL RESOURCES AND PROCESSING OF INFORMATION AFTER CONSULTATION WITH THE CALIFORNIA NATIVE AMERICAN TRIBE

After consultation with the California Native American tribe listed above in Local Guidelines Section 7.07, any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code section 21080.3.2 shall be recommended for inclusion in the EIR and in an adopted mitigation monitoring and reporting program, if the mitigation measures are determined to avoid or lessen the proposed project’s impacts on tribal cultural resources, and if the mitigation measures are enforceable.

If a project may have a significant impact on a tribal cultural resource, the Lead Agency's EIR shall discuss both of the following:

(a) Whether the proposed project has a significant impact on an identified tribal cultural resource;

(b) Whether feasible alternatives or mitigation measures, including those measures that may be agreed to during the consultation, avoid or substantially lessen the impact on the identified tribal cultural resource.

Any information provided regarding the location, description and use of the tribal cultural resource that is submitted by a California Native American tribe during the environmental review process shall not be included in the EIR or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code section 7927.005 and State CEQA Guidelines section 15120(d), without the prior consent of the tribe that provided the information. If the Lead Agency publishes any information submitted by a California Native American tribe during the consultation or environmental review process, that information shall be published in a confidential appendix to the EIR unless the tribe provides consent, in writing, to the disclosure of some or all of the information to the public. This does not prohibit the confidential exchange of the submitted information between public agencies that have lawful jurisdiction over the preparation of the EIR.

The exchange of confidential information regarding tribal cultural resources submitted by a California Native American tribe during the consultation or environmental review process among the Lead Agency, the California Native American tribe, the project applicant, or the project applicant's agent is not prohibited by Public Resources Code section 21082.3. The project applicant and the project applicant's legal advisers must use a reasonable degree of care and maintain the confidentiality of the information exchanged for the purposes of preventing looting, vandalism, or damage to tribal cultural resources and shall not disclose to a third party confidential information regarding the cultural resource unless the California Native American tribe providing the information consents in writing to the public disclosure of such information.

Public Resources Code section 21082.3 does not prevent a Lead Agency or other public agency from describing the information in general terms in the EIR so as to inform the public of the basis of the Lead Agency's or other public agency's decision without breaching the confidentiality required. In addition, a Lead Agency may certify an EIR for a project with a significant impact on an identified tribal cultural resource only if one of the following occurs:

(a) The consultation process between the California Native American tribe and the Lead Agency has occurred as provided in Public Resources Code sections 21080.3.1 and 21080.3.2 and concluded pursuant to subdivision (b) of Section 21080.3.2.

(b) The California Native American tribe has requested consultation pursuant to Public Resources Code section 21080.3.1 and has failed to provide comments to the Lead Agency, or otherwise failed to engage, in the consultation process.

(c) The Lead Agency has complied with subdivision (d) of Section 21080.3.1 of the Public Resources Code and the California Native American tribe has failed to request consultation within 30 days.

If substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource but the decision-makers do not include the mitigation measures recommended by the staff in the Draft EIR, or if there are no agreed upon mitigation measures at the conclusion of the consultation, or if no consultation has occurred, the Lead Agency must still consider the adoption of feasible mitigation.

(Reference: Pub. Resources Code, § 21082.3.)

7.09 SIGNIFICANT ADVERSE IMPACTS TO TRIBAL CULTURAL RESOURCES

Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. If the Lead Agency determines that a project may cause a substantial adverse change to a tribal cultural resource, and measures are not otherwise identified in the consultation process provided in Public Resources Code section 21080.3.2 as set forth in Local Guidelines Section 7.07, the following examples of mitigation measures, if feasible, may be considered to avoid or minimize the significant adverse impacts:

(a) Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural

context, or planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.

(b) Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to the following:

(1) Protecting the cultural character and integrity of the resource.

(2) Protecting the traditional use of the resource.

(3) Protecting the confidentiality of the resource.

(c) Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.

(d) Protecting the resource.

(Reference: Pub. Resources Code, § 21084.3.)

7.10 CONSULTATION WITH OTHER AGENCIES AND PERSONS.

To expedite consultation in response to the Notice of Preparation, the Lead Agency, a Responsible Agency, or a project applicant may request a meeting among the agencies involved to assist in determining the scope and content of the environmental information that the involved agencies may require. For any project that may affect highways or other facilities under the jurisdiction of the State Department of Transportation, the Department of Transportation can request a scoping meeting. When acting as Lead Agency, the City must convene the meeting as soon as possible but no later than thirty (30) days after a request is made. When acting as a Responsible Agency, the City should make any requests for consultation as soon as possible after receiving a Notice of Preparation.

Prior to completion of the Draft EIR, the Lead Agency shall consult with each Responsible Agency and any public agency that has jurisdiction by law over the project.

When acting as a Lead Agency, the City may fulfill this obligation by distributing the Notice of Preparation in compliance with Local Guidelines Section 7.03 and soliciting the comments of Responsible Agencies, Trustee Agencies, and other affected agencies. The City may also consult with any individual who has special expertise with respect to any environmental impacts involved with a project. The City may also consult directly with any person or organization it believes will be concerned with the environmental effects of the project, including any interested individuals and organizations of which the City is reasonably aware. The purpose of this consultation is to "scope" the EIR's range of analysis. When a Negative Declaration or Mitigated Negative Declaration will be prepared for a project, no scoping meeting need be held, although the City may hold one if it so chooses. For private projects, the City as Lead Agency may charge and collect from the applicant a fee not to exceed the actual cost of the consultations.

In addition to soliciting comments on the Notice of Preparation, the Lead Agency may be required to conduct a scoping meeting to gather additional input regarding the impacts to be analyzed in the EIR. The Lead Agency is required to conduct a scoping meeting when:

(a) The meeting is requested by a Responsible Agency, a Trustee Agency, Office of Land Use and Climate Innovation, or a project applicant;
(b) The project is one of "statewide, regional or area wide significance" as defined in State CEQA Guidelines section 15206; or
(c) The project may affect highways or other facilities under the jurisdiction of the State Department of Transportation, and the Department of Transportation has requested a scoping meeting.

When acting as Lead Agency, the City shall provide notice of the scoping meeting to all of the following:

(a) Any county or city that borders on a county or city within which the project is located, unless the City has a specific agreement to the contrary with that county or city;
(b) Any Responsible Agency;
(c) Any public agency that has jurisdiction by law over the project;
(d) A transportation planning agency, or any public agency that has transportation facilities within its jurisdiction, that could be affected by the project; and
(e) Any organization or individual who has filed a written request for the notice.

The requirement for providing notice of a scoping meeting may be met by including the notice of the public scoping meeting in the public meeting notice.

Government Code section 65352 requires that before a legislative body may adopt or substantially amend a general plan, the planning agency must refer the proposed action to any city or county, within or abutting the area covered by the proposal, and any special district that may be significantly affected by the proposed action. CEQA allows that referral procedure to be conducted concurrently with the scoping meeting required pursuant to this section of the Local CEQA Guidelines.

For projects that are also subject to NEPA, a scoping meeting held pursuant to NEPA satisfies the CEQA scoping requirement as long as notice is provided to the agencies and individuals listed above, and in accordance with these Local Guidelines. (See Local Guideline 5.04 for a discussion of NEPA.)

The City shall call the scoping meeting as soon as possible but not later than 30 days after the meeting was requested. If the scoping meeting is being conducted concurrently with the procedure in Government Code section 65352 for the consideration of adoption or amendment of general plans, each entity receiving a proposed general plan or amendment of a general plan should have 45 days from the date the referring agency mails it or delivers it in which to comment unless a longer period is specified. The commenting entity may submit its comments at the scoping meeting.

A Responsible Agency or other public agency shall only make comments regarding those activities that are within its area of expertise or that are required to be carried out or approved by

the Responsible Agency. These comments must be supported by specific documentation. Any mitigation measures submitted to the City by a Responsible or Trustee Agency shall be limited to measures that mitigate impacts to resources that are within the Responsible or Trustee Agency's authority.

For projects of statewide, area-wide, or regional significance, consultation with transportation planning agencies or with public agencies that have transportation facilities within their jurisdictions shall be for the purpose of obtaining information concerning the project's effect on major local arterials, public transit, freeways, highways, overpasses, on-ramps, off-ramps, and rail transit services. Moreover, the Lead Agency should also consult with public transit agencies with facilities within one-half mile of the proposed project. Any transportation planning agency or public agency that provides information to the Lead Agency must be notified of, and provided with, copies of any environmental documents relating to the project.

(Reference: State CEQA Guidelines, §§ 15082, 15083.)

7.11 EARLY CONSULTATION ON PROJECTS INVOLVING PERMIT ISSUANCE.

When the project involves the issuance of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies, the City, upon request of the applicant, shall meet with the applicant regarding the range of actions, potential alternatives, mitigation measures and significant effects to be analyzed in depth in the EIR. The City may also consult with concerned persons identified by the applicant and persons who have made written requests to be consulted. Such requests for early consultation must be made not later than thirty (30) days after the City's decision to prepare an EIR.

7.12 CONSULTATION WITH WATER AGENCIES REGARDING LARGE DEVELOPMENT PROJECTS.

For certain development projects, cities and counties must consult with water agencies. If the City is a water provider for the project, the city or county may request consultation with the City. (See Local Guidelines Sections 5.16 and 5.17 for more information on these requirements.)

(Reference: State CEQA Guidelines, § 15155.)

7.13 AIRPORT LAND USE PLAN.

When the City prepares an EIR for a project within the boundaries of a comprehensive airport land use plan, or, if such a plan has not been adopted, for a project within two (2) nautical miles of a public airport or public use airport, the City shall utilize the Airport Land Use Planning Handbook published by Caltrans' Division of Aeronautics to assist in the preparation of the EIR relative to potential airport or related safety hazards and noise problems.

(Reference: State CEQA Guidelines, § 15154.)

7.14 GENERAL ASPECTS OF AN EIR.

Both a Draft and Final EIR must contain the information outlined in Local Guidelines Sections 7.17 and 7.18. Each element must be covered, and when elements are not separated into distinct sections, the document must state where in the document each element is covered.

The body of the EIR shall include summarized technical data, maps, diagrams and similar relevant information. Highly technical and specialized analyses and data should be included in appendices. Appendices may be prepared in separate volumes, but must be equally available to the public for examination. All documents used in preparation of the EIR must be referenced. An EIR shall not include "trade secrets," locations of archaeological sites and sacred lands, or any other information subject to the disclosure restrictions of the Public Records Act (Government Code section 7920.000, et seq.).

The EIR should discuss environmental effects in proportion to their severity and probability of occurrence. Effects dismissed in the Initial Study as clearly insignificant and unlikely to occur need not be discussed.

The Initial Study should be used to focus the EIR so that the EIR identifies and discusses only the specific environmental problems or aspects of the project that have been identified as potentially significant or important. A copy of the Initial Study should be attached to the EIR or included in the administrative record to provide a basis for limiting the impacts discussed.

The EIR shall contain a statement briefly indicating the reason for determining that various effects of a project that could possibly be considered significant were not found to be significant and consequently were not discussed in detail in the EIR. The City should also note any conclusion by it that a particular impact is too speculative for evaluation.

The EIR should omit unnecessary descriptions of projects and emphasize feasible mitigation measures and alternatives to projects.

7.15 USE OF REGISTERED CONSULTANTS IN PREPARING EIRS.

An EIR is not a technical document that can be prepared only by a registered consultant or professional. However, state statutes may provide that only registered professionals can prepare certain technical studies that will be used in an EIR, or that will control the detailed design, construction, or operation of the proposed project and that will be prepared in support of an EIR.

(Reference: State CEQA Guidelines, § 15149.)

7.16 INCORPORATION BY REFERENCE.

An EIR, Negative Declaration, or Mitigated Negative Declaration may incorporate by reference all or portions of another document that is a matter of public record or is generally available to the public. Any incorporated document shall be considered to be set forth in full as part of the text of the environmental document. When all or part of another document is incorporated by reference, that document shall be made available to the public for inspection at

the City's offices. The environmental document shall state where incorporated documents will be available for inspection.

When incorporation by reference is used, the incorporated part of the referenced document shall be briefly summarized, if possible, or briefly described if the data or information cannot be summarized. The relationship between the incorporated document and the EIR, Negative Declaration, or Mitigated Negative Declaration shall be described. When information from an environmental document that has previously been reviewed through the state review system ("State Clearinghouse") is incorporated by the City, the state identification number of the incorporated document should be included in the summary or text of the EIR.

(Reference: State CEQA Guidelines, § 15150.)

7.17 STANDARDS FOR ADEQUACY OF AN EIR.

An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information that enables them to make a decision that takes into account the environmental consequences of the project. The evaluation of environmental effects need not be exhaustive, but must be within the scope of what is reasonably feasible. The EIR should be written and presented in such a way that it can be understood by governmental decision-makers and members of the public. A good faith effort at completeness is necessary. The adequacy of an EIR is assessed in terms of what is reasonable in light of factors such as the magnitude of the project at issue, the severity of its likely environmental impacts, and the geographic scope of the project. CEQA does not require a Lead Agency to conduct every test or perform all research, study, and experimentation recommended or demanded by commenters, but CEQA does require the Lead Agency to make a good faith, reasoned response to timely comments raising significant environmental issues.

There is no need to unreasonably delay adoption of an EIR in order to include results of studies in progress, even if those studies will shed some additional light on subjects related to the project.

(Reference: State CEQA Guidelines, § 15151.)

7.18 FORM AND CONTENT OF EIR.

The text of the EIR should normally be less than 150 pages. For proposals of unusual scope or complexity, the EIR may be longer than 150 pages but should normally be less than 300 pages. The required contents of an EIR are set forth in Sections 15122 through 15132 of the State CEQA Guidelines. In brief, the EIR must contain:

(a) A table of contents or an index;
(b) A brief summary of the proposed project, including each significant effect with proposed mitigation measures and alternatives, areas of known controversy and issues to be resolved including the choice among alternatives, how to mitigate the significant effects and whether there are any significant and unavoidable impacts (generally, the summary should be less than fifteen (15) pages);

(c) A description of the proposed project, including its underlying purpose and a list of permit and other approvals required to implement the project (see Local Guidelines Section 7.24 regarding analysis of future project expansion);

(d) A description of the environmental setting, which includes the project's physical environmental conditions from both a local and regional perspective at the time the Notice of Preparation is published, or if no Notice of Preparation is published, at the time environmental analysis begins. (State CEQA Guidelines section 15125.) This environmental setting will normally constitute the baseline physical conditions by which the Lead Agency determines whether an impact is significant. However, the City, when acting as Lead Agency, may choose any baseline that is appropriate as long as the City's choice of baseline is supported by substantial evidence;

(e) A discussion of any inconsistencies between the proposed project and applicable general, specific and regional plans. Such plans include, but are not limited to, the applicable air quality attainment or maintenance plan or State Implementation Plan, area-wide waste treatment and water quality control plans, regional transportation plans, regional housing allocation, regional blueprint plans, plans for the reduction of greenhouse gas emissions, habitat conservation plans, natural community conservation plans and regional land use plans;

(f) A description of the direct and indirect significant environmental impacts of the proposed project explaining which, if any, can be avoided or mitigated to a level of insignificance, indicating reasons that various possible significant effects were determined not to be significant and denoting any significant effects that are unavoidable or could not be mitigated to a level of insignificance. Direct and indirect significant effects shall be clearly identified and described, giving due consideration to both short-term and long-term effects;

(g) Potentially significant energy implications of a project must be considered to the extent relevant and applicable to the project (see Local Guidelines Section 5.20);

(h) An analysis of a range of alternatives to the proposed project that could feasibly attain the project's objectives as discussed in Local Guidelines Section 7.23;

(i) A description of any significant irreversible environmental changes that would be involved in the proposed action should it be implemented if, and only if, the EIR is being prepared in connection with:

(1) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;

(2) The adoption by a Local Agency Formation Commission of a resolution making determinations; or

(3) A project that will be subject to the requirement for preparing an Environmental Impact Statement pursuant to NEPA;

(j) An analysis of the growth-inducing impacts of the proposed action. The discussion should include ways in which the project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Growth-inducing impacts may include the estimated energy consumption of growth induced by the project;

(k) A discussion of any significant, reasonably anticipated future developments and the cumulative effects of all proposed and anticipated action as discussed in Local Guidelines Section 7.24;

(l) In certain situations, a regional analysis should be completed for certain impacts, such as air quality;

(m) A discussion of any economic or social effects, to the extent that they cause, or may be used to determine, significant environmental impacts;

(n) A statement briefly indicating the reasons that various possible significant effects of a project were determined not to be significant and, therefore, were not discussed in the EIR;

(o) The identity of all federal, state or local agencies or other organizations and private individuals consulted in preparing the EIR, and the identity of the persons, firm or agency preparing the EIR, by contract or other authorization. To the fullest extent possible, the City should integrate CEQA review with these related environmental review and consultation requirements;

(p) A discussion of those potential effects of the proposed project on the environment that the City has determined are or may be significant. The discussion on other effects may be limited to a brief explanation as to why those effects are not potentially significant; and

(q) A description of feasible measures, as set forth in Local Guidelines Section 7.22, which could minimize significant adverse impacts.

(Reference: State CEQA Guidelines, §§ 15120-15148.)

7.19 CONSIDERATION AND DISCUSSION OF SIGNIFICANT ENVIRONMENTAL IMPACTS.

An EIR must identify and focus on the significant effects of the proposed project on the environment. In assessing the proposed project's potential impacts on the environment, the City should normally limit its examination to comparing changes that would result from the project as compared to the existing physical conditions in the affected area as they exist when the Notice of Preparation is published. If a Notice of Preparation is not published for the project, the City should compare the proposed project's potential impacts to the physical conditions that exist at the time environmental review begins. Direct and indirect significant effects of the project on the environment must be clearly identified and described, considering both the short-term and long-term effects. The discussion should include relevant specifics of the area, the resources involved, physical changes, alterations to ecological systems, and changes induced in population distribution, population concentration, the human use of the land (including commercial and residential development), health and safety problems caused by the physical changes, and other aspects of the project that may impact resources in the project area, such as water, historical resources, scenic quality, and public services. The EIR must also analyze any significant environmental effects the project might cause or risk exacerbating by bringing development and people into the area. If applicable, an EIR should also evaluate any potentially significant direct, indirect, or cumulative environmental impacts of locating development in areas susceptible to hazardous conditions (e.g., floodplains, coastlines, wildfire risk areas), including both short-term and long-term conditions, as identified on authoritative hazard maps, risk assessments or in land use plans addressing such hazards areas.

If analysis of the project's energy use reveals that the project may result in significant environmental effects due to wasteful, inefficient, or unnecessary use of energy, or wasteful use

of energy resources, the EIR shall mitigate that energy use. This analysis should include the project's energy use for all project phases and components, including transportation-related energy, during construction and operation. In addition to building code compliance, other relevant considerations may include, among others, the project's size, location, orientation, equipment use and any renewable energy features that could be incorporated into the project. This analysis is subject to the rule of reason and shall focus on energy use that is caused by the project. This analysis may be included in related analyses of air quality, greenhouse gas emissions, transportation or utilities in the discretion of the Lead Agency.

The EIR must describe all significant impacts, including those that can be mitigated but not reduced to a level of insignificance. Where there are impacts that cannot be alleviated without imposing an alternative design, their implications and the reasons why the project is being proposed, notwithstanding their effect, should be described.

The EIR must also discuss any significant irreversible environmental changes that would be caused by the project. For example, use of nonrenewable resources during the initial and continued phases of a project may be irreversible if a large commitment of such resources makes removal or nonuse thereafter unlikely. Additionally, the discussion of irreversible commitment of resources may include a discussion of how the project preempts future energy development or future energy conservation. Irretrievable commitments of resources to the proposed project should be evaluated to assure that such current consumption is justified.

(Reference: Pub. Resources Code, § 21100.)

7.20 ENVIRONMENTAL SETTING

An EIR must include a description of the physical environmental conditions in the vicinity of the project. This environmental setting will normally constitute the baseline physical conditions by which the Lead Agency determines whether an impact is significant. The description of the environmental setting shall be no longer than is necessary to provide an understanding of the significant effects of the proposed project and its alternatives. The purpose of this requirement is to give the public and decision makers the most accurate and understandable picture practically possible of the project's likely near-term and long-term impacts.

(1) Generally, the Lead Agency should describe physical environmental conditions as they exist at the time the Notice of Preparation is published, or if no Notice of Preparation is published, at the time environmental analysis is commenced, from both a local and regional perspective. Where existing conditions change or fluctuate over time, and where necessary to provide the most accurate picture practically possible of the project's impacts, the Lead Agency may define existing conditions by referencing historic conditions, or conditions expected when the project becomes operational, or both, that are supported with substantial evidence. In addition, the Lead Agency may also use baselines consisting of both existing conditions and projected future conditions that are supported by reliable projections based on substantial evidence in the record.

(2) The Lead Agency may use projected future conditions (beyond the date of project operations) as the sole baseline for analysis only if it demonstrates with substantial evidence that use of existing conditions would be either misleading or without informative value to decision-

makers and the public. Use of projected future conditions as the only baseline must be supported by reliable projections based on substantial evidence in the record.

(3) An existing conditions baseline shall not include hypothetical conditions—such as those that might be allowed, but have never actually occurred, under existing permits or plans—as the baseline.

(State CEQA Guidelines, § 15125.)

7.21 ANALYSIS OF CUMULATIVE IMPACTS.

An EIR must discuss cumulative impacts when the project's incremental effect is "cumulatively considerable" as defined in Local Guidelines Section 11.14. When the City is examining a project with an incremental effect that is not "cumulatively considerable," it need not consider that effect significant, but must briefly describe the basis for this conclusion. A project's contribution may be less than cumulatively considerable if the project is required to implement or fund its fair share of a mitigation measure designed to alleviate the cumulative impact. When relying on a fee program or mitigation measure(s), the City must identify facts and analysis supporting its conclusion that the cumulative impact is less than significant.

The City may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program that provides specific requirements that will avoid or substantially lessen the cumulative problem in the geographic area in which the project is located. Such plans and programs may include, but are not limited to:

(1) Water quality control plans;

(2) Air quality attainment or maintenance plans;

(3) Integrated waste management plans;

(4) Habitat conservation plans;

(5) Natural community conservation plans; and/or

(6) Plans or regulations for the reduction of greenhouse gas emissions.

When relying on such a regulation, plan, or program, the City should explain how implementing the particular requirements of the plan, regulation or program will ensure that the project's incremental contribution to the cumulative effect is not cumulatively considerable.

A cumulative impact consists of an impact that is created as a result of the combination of the project evaluated in the EIR together with other projects causing related impacts. An EIR should not discuss impacts that do not result in part from the project evaluated in the EIR.

The discussion of cumulative impacts in an EIR must focus on the cumulative impacts to which the identified other projects contribute, rather than on the attributes of other projects that do

not contribute to the cumulative impact. The discussion of significant cumulative impacts must include either of the following:

(1) A list of past, present, and probable future projects causing related or cumulative impacts including, if necessary, those projects outside the control of the City; or

(2) A summary of projections contained in an adopted local, regional or statewide plan, or related planning document, that describes or evaluates conditions contributing to the cumulative effect. Such plans may include: a general plan, regional transportation plan, or a plan for the reduction of greenhouse gas emissions. A summary of projections may also be contained in an adopted or certified prior environmental document for such a plan. Such projections may be supplemented with additional information such as a regional modeling program. Documents used in creating a summary of projections must be referenced and made available to the public.

When utilizing a list, as suggested above, factors to consider when determining whether to include a related project should include the nature of each environmental resource being examined and the location and type of project. Location may be important, for example, when water quality impacts are involved since projects outside the watershed would probably not contribute to a cumulative effect. Project type may be important, for example, when the impact is specialized, such as a particular air pollutant or mode of traffic.

Public Resources Code section 21094 also states that if a Lead Agency determines that a cumulative effect has been adequately addressed in an earlier EIR, it need not be examined in a later EIR if the later project's incremental contribution to the cumulative effect is not cumulatively considerable. A cumulative effect has been adequately addressed in the prior EIR if:

(1) it has been mitigated or avoided as a result of the prior EIR; or

(2) the cumulative effect has been examined in a sufficient level of detail to enable the effect to be mitigated or avoided by site-specific revisions, the imposition of conditions, or other means in connection with the approval of the later project.

Public Resources Code section 21094 only applies to earlier projects that (1) are consistent with the program, plan, policy, or ordinance for which an environmental impact report has been prepared and certified, (2) are consistent with applicable local land use plans and zoning of the city, county, or city and county in which the later project would be located and (3) are not subject to Public Resources Code section 21166.

If the Lead Agency determines that the cumulative effect has been adequately addressed in a prior EIR, the Lead Agency should clearly explain the basis for its determination in the current environmental documentation for the project.

The City should define the geographic scope of the area affected by the cumulative effect and provide a reasonable explanation for the geographic limitation used.

(Reference: State CEQA Guidelines, § 15130.)

7.22 ANALYSIS OF MITIGATION MEASURES.

The discussion of mitigation measures in an EIR must distinguish between measures proposed by project proponents and other measures proposed by Lead, Responsible or Trustee Agencies. This discussion shall identify mitigation measures for each significant environmental effect identified in the EIR.

Where several measures are available to mitigate an impact, each should be disclosed and the basis for selecting a particular measure should be identified. Formulation of mitigation measures shall not be deferred until some future time The specific details of a mitigation measure, however, may be developed after project approval when it is impractical or infeasible to include those details during the project's environmental review provided that the Lead Agency (1) commits itself to the mitigation, (2) adopts specific performance standards the mitigation will achieve, and (3) identifies the type(s) of potential action(s) that can feasibly achieve that performance standard and that will be considered, analyzed, and potentially incorporated in the mitigation measure. Compliance with a regulatory permit or other similar process may be identified as mitigation if compliance would result in implementation of measures that would be reasonably expected, based on substantial evidence in the record, to reduce the significant impact to the specified performance standards.

If a mitigation measure would cause one or more significant effects in addition to those that would be caused by the project as proposed, the effects of the mitigation measure shall be disclosed but in less detail than the significant effects of the project itself.

If a project includes a housing development, the City may not reduce the project's proposed number of housing units as a mitigation measure or project alternative if the City determines that there is another feasible specific mitigation measure or project alternative that would provide a comparable level of mitigation without reducing the number of housing units.

Mitigation measures must be fully enforceable through permit conditions, agreements, or other legally binding instruments. In the case of the adoption of a plan, policy, regulation, or other public project, mitigation measures can be incorporated into the plan, policy, regulation, or project design. Mitigation measures must also be consistent with all applicable constitutional requirements such as the "nexus" and "rough proportionality" standards—i.e., there must be an essential nexus between the mitigation measure and a legitimate governmental interest, and the mitigation measure must be "roughly proportional" to the impacts of the project.

Where maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of a historical resource will be conducted in a manner consistent with the Secretary of the Interior's "Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings" (1995), Weeks and Grimmer, the project's impact on the historical resource shall generally be considered mitigated below a level of significance and thus not significant.

The City should, whenever feasible, seek to avoid damaging effects on any historical resource of an archaeological nature. The following must be considered and discussed in an EIR for a project involving an archaeological site:

(a) Preservation in place is the preferred manner of mitigating impacts to archaeological sites; and

(b) Preservation in place may be accomplished by, but is not limited to, the following:

(1) Planning construction to avoid archaeological sites;

(2) Incorporation of sites within parks, green space, or other open spaces;

(3) Covering the archaeological sites with a layer of chemically stable soil before building tennis courts, parking lots, or similar facilities on the site; and/or

(4) Deeding the site into a permanent conservation easement.

When data recovery through excavation is the only feasible mitigation, a data recovery plan, which makes provision for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to excavation. Such studies must be deposited with the California Historical Resources Regional Information Center.

Data recovery shall not be required for a historical resource if the City determines that existing testing or studies have adequately recovered the scientifically consequential information from and about the archaeological or historical resource, provided that the determination is documented in the EIR and that the studies are deposited with the California Historical Resources Regional Information Center.

(Reference: State CEQA Guidelines, § 15126.4.)

7.23 ANALYSIS OF ALTERNATIVES IN AN EIR.

The alternatives analysis must describe and evaluate the comparative merits of a range of reasonable alternatives to the project or to the location of the project which would feasibly attain most of the basic objectives of the project, but which would avoid or substantially lessen any of the significant effects of the project. An EIR need not consider every conceivable alternative to a project, and it need not consider alternatives that are infeasible. Rather, an EIR must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation.

Purpose of the Alternatives Analysis: An EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment. For this reason, a discussion of alternatives must focus on alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effect of the project, even if these alternatives would impede to some degree the attainment of the project objectives or would be more costly.

Selection of a Range of Reasonable Alternatives: The range of potential alternatives to the proposed project shall include those that could feasibly accomplish most of the basic purposes of the project and could avoid or substantially lessen one or more of the significant effects, even if those alternatives would be more costly or would impede to some degree the attainment of the project's objectives. The EIR should briefly describe the rationale for selecting the alternatives to

be discussed. The EIR should also identify any alternatives that were considered by the Lead Agency and rejected as infeasible during the scoping process, and it should briefly explain the reasons for rejecting those alternatives. Additional information explaining the choice of alternatives should be included in the administrative record. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (a) failure to meet most of the basic project objectives; (b) infeasibility; or (c) inability to avoid significant environmental impacts.

Evaluation of Alternatives: The EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis and comparison with the proposed project. A matrix displaying the major characteristics and significant environmental effects of each alternative may be used to summarize the comparison. The matrix may also identify and compare the extent to which each alternative meets project objectives. If an alternative would cause one or more significant effects in addition to those that would be caused by the project as proposed, the significant effects of the alternative shall be discussed but in less detail than the significant effects of the project as proposed.

The Rule of Reason: The range of alternatives required in an EIR is governed by a "rule of reason" which courts have held means that an alternatives discussion must be reasonable in scope and content. Therefore, the EIR must set forth only those alternatives necessary to permit public participation, informed decision-making, and a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project. Of those alternatives, the EIR need examine in detail only the ones the City determines could feasibly attain most of the basic objectives of the project. An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative.

Feasibility of Alternatives: The factors that may be taken into account when addressing the feasibility of alternatives include: site suitability; economic viability; availability of infrastructure; general plan consistency; other plans or regulatory limitations; jurisdictional boundaries (projects with a regionally significant impact should consider the regional context); and whether the proponent already owns the alternative site or can reasonably acquire, control or otherwise have access to the site. No one factor establishes a fixed limit on the scope of reasonable alternatives.

Alternative Locations: The first step in the alternative location analysis is to determine whether any of the significant effects of the project could be avoided or substantially lessened by putting the project in another location. This is the key question in this analysis. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR.

The second step in this analysis is to determine whether any of the alternative locations are feasible. If the City concludes that no feasible alternative locations exist, it must disclose its reasons, and it should include them in the EIR. When a previous document has sufficiently analyzed a range of reasonable alternative locations and environmental impacts for a project with the same basic purpose, the City should review the previous document and incorporate the previous document by reference. To the extent the circumstances have remained substantially the same

with respect to an alternative, the EIR may rely on the previous document to help it assess the feasibility of the potential project alternative.

The "No Project" Alternative: The specific alternative of "no project" must be evaluated along with its impacts. The purpose of describing and analyzing the no project alternative is to allow decision-makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project. The no project alternative may be different from the baseline environmental conditions. The no project alternative will be the same as the baseline only if it is identical to the existing environmental setting and the Lead Agency has chosen the existing environmental setting as the baseline.

A discussion of the "no project" alternative should proceed along one of two lines:

(a) When the project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the "no project" alternative will be the continuation of the existing plan, policy or operation into the future. Typically, this is a situation where other projects initiated under the existing plan will continue while the new plan is developed. Thus, the projected impacts of the proposed plan or alternative plans would be compared to the impacts that would occur under the existing plan; or

(b) If the project is other than a land use or regulatory plan, for example a development project on identifiable property, the "no project" alternative is the circumstance under which the project does not proceed. This discussion would compare the environmental effects of the property remaining in its existing state against environmental effects that would occur if the project is approved. If disapproval of the project would result in predictable actions by others, such as the proposal of some other project, this "no project" consequence should be discussed.

After defining the "no project" alternative, the City should proceed to analyze the impacts of the "no project" alternative by projecting what would reasonably be expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services. If the "no project" alternative is the environmentally superior alternative, the EIR must also identify another environmentally superior alternative among the remaining alternatives.

Remote or Speculative Alternatives: An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative.

(Reference: State CEQA Guidelines, § 15126.6.)

7.24 ANALYSIS OF FUTURE EXPANSION.

An EIR must include an analysis of the environmental effects of future expansion (or other similar future modifications) if there is credible and substantial evidence that:

(a) The future expansion or action is a reasonably foreseeable consequence of the initial project; and

(b) The future expansion or action is likely to change the scope or nature of the initial project or its environmental effects.

Absent these two circumstances, future expansion of a project need not be discussed. CEQA does not require speculative discussion of future development that is unspecific or uncertain. However, if future action is not considered now, it must be considered and environmentally evaluated before it is actually implemented.

(Reference: *Laurel Heights Improvement Ass'n v. Regents of University of California* (1988) 47 Cal.3d 376, 396.)

7.25 NOTICE OF COMPLETION OF DRAFT EIR; NOTICE OF AVAILABILITY OF DRAFT EIR.

Notice of Completion. When the Draft EIR is completed, a Notice of Completion (Form "H") must be filed with the Office of Land Use and Climate Innovation ("LCI") in an electronic form via the LCI's CEQASubmit website, which is located at the following web address: https://ceqasubmit.lci.ca.gov/. The Notice of Completion shall contain:

(a) A brief description of the proposed project;
(b) The location of the proposed project including the proposed project's latitude and longitude;
(c) An address where copies of the Draft EIR are available and a description of how the Draft EIR can be provided in an electronic format; and
(d) The review period during which comments will be received on the Draft EIR.

The Office of Land Use and Climate Innovation has developed a model form Notice of Completion. Form H follows LCI's model. To ensure that the documents are accepted by LCI staff, this form should be used when documents are transmitted to LCI.

Notice of Availability. At the same time it sends a Notice of Completion to LCI, the City shall provide public notice of the availability of the Draft EIR by distributing a Notice of Availability of Draft EIR (Form "K"). The Notice of Availability shall include at least the following information:

(a) A brief description of the proposed project and its location;
(b) The starting and ending dates for the review period during which the City will receive comments, the manner in which the City will receive those comments, and whether the review period has been shortened;
(c) The date, time, and place of any scheduled public meetings or hearings to be held by the City on the proposed project, if the City knows this information when it prepares the Notice;
(d) A list of the significant environmental effects anticipated as a result of the project;
(e) The address where copies of the EIR and all documents incorporated by reference in the EIR will be available for public review, and a description of how the Draft EIR can be obtained in electronic format. This location shall be readily accessible to the public during the City's normal working hours ; and
(f) A statement indicating whether the project site is included on any list of hazardous waste facilities, land designated as hazardous waste property, or hazardous waste disposal site, and, if so, the information required in the Hazardous Waste and Substances Statement pursuant to Government Code section 65962.5.

The Notice of Availability shall be provided to:

(a) Each Responsible and Trustee Agency;
(b) Any other federal, state, or local agency that has jurisdiction by law or exercises authority over resources affected by the project, including:

(1) Any water supply agency consulted under Local Guidelines Section 5.16;

(2) Any city or county bordering on the project area;

(3) For a project of statewide, regional, or area-wide significance, any transportation agencies or public agencies that have major local arterials or public transit facilities within five (5) miles of the project site; or freeways, highways, or rail transit service within ten (10) miles of the project site that could be affected by the project;

(4) For a subdivision project located within one mile of a facility of the State Water Resources Development System, the California Department of Water Resources; and

(5) For a general plan amendment, a project of statewide, regional, or area-wide significance, or a project that relates to a public use airport, to any "military service" (defined in Section 11.42 of these Local Guidelines) that has provided the City with its contact office and address and notified the City of the specific boundaries of a "low-level flight path" (defined in Section 11.37 of these Local Guidelines), "military impact zone" (defined in Section 11.41 of these Local Guidelines), or "special use airspace" (defined in Section 11.67of these Local Guidelines;

(c) The last known name and address of all organizations and individuals who have previously filed a written request with the City to receive these Notices;
(d) For certain projects that may impact a low-level flight path, military impact zone, or special use airspace and that meet the other criteria of Local Guidelines Section 7.04, the specified military services contact;
(e) For certain projects that involve the construction or alteration of a facility anticipated to emit hazardous air emissions or handle hazardous substances within one-quarter mile of a school and that meet the other requirements of Local Guidelines Section 7.36, any potentially affected school district;
(f) For certain waste-burning projects that meet the requirements of Local Guidelines Section 5.11 (see also Local Guidelines Section 7.27), the owners and occupants of property within one-fourth mile of any parcel on which the project will be located; and
(g) For a project that establishes or amends a redevelopment plan that contains land in agricultural use, notice and a copy of the Draft EIR shall be provided to the agricultural and farm agencies and organizations specified in Health and Safety Code section 33333.3.

The City requires requests for copies of these Notices to be in writing and to be renewed annually; moreover, the City may charge a fee for the reasonable cost of providing these Notices. A project will not be invalidated due to a failure to send a requested Notice provided there has been substantial compliance with these notice provisions.

Staff may also consult with and obtain comments from any person known to have special expertise or any other person or organization whose comments relative to the Draft EIR would be desirable.

Notice shall be given to the last known name and address of all organizations and individuals who have previously requested notice; by posting the notice on the website of the lead agency; and by at least one of the following procedures:

(a) Publication of the Notice of Completion and/or the Notice of Availability at least once in a newspaper of general circulation in the area affected by the proposed project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas;
(b) Posting of the Notice of Completion and/or the Notice of Availability on and off site in the area where the project is to be located; or
(c) Direct mailing of the Notice of Completion and/or the Notice of Availability to owners and occupants of property contiguous to the project, as identified on the latest equalized assessment roll.

The Notice of Completion and Notice of Availability shall be posted in the office of the Clerk in each county in which the project is located for at least thirty (30) days. If the public review period for the Draft EIR is longer than thirty (30) days, the City may wish to leave the Notice posted until the public review period for the Draft EIR has expired.

Copies of the Draft EIR shall also be made available at the City office for review by members of the general public. The City may require any person obtaining a copy of the Draft EIR to reimburse the City for the actual cost of its reproduction. Copies of the Draft EIR should also be furnished to appropriate public library systems.

The City shall also post an electronic copy of the Notice of Completion, Notice of Availability, and Draft EIR on its website, if any.

(Reference: Pub. Resources Code, § 21082.1; State CEQA Guidelines, §§ 15085, 15087.)

7.26 SUBMISSION OF DRAFT EIR TO STATE CLEARINGHOUSE.

A Draft EIR must be submitted to the State Clearinghouse, at the same time as the Notice of Completion, in an electronic form as required by the Office of Land Use and Climate Innovation ("LCI"), regardless of whether the document must be circulated for review and comment by state agencies under State CEQA Guidelines section 15205 and 15206. The Draft EIR must be submitted via the LCI's CEQASubmit website (https://ceqasubmit.lci.ca.gov/). The CEQASubmit website differentiates between environmental documents that do require review and comment by state agencies and those that do not. In particular, the website provides a "Local Review Period" tab for submitting documents that do not require review and comment by state agencies, and a "State Review Period" tab for submitting documents that do require review and comment by state agencies.

A Draft EIR must be submitted to the State Clearinghouse for review and comment by state agencies (i.e., the Draft EIR must be submitted through the CEQASubmit website under the "State Review Period" tab) in the following situations:

(a) A state agency is the Lead Agency for the Draft EIR;
(b) A state agency is a Responsible Agency, Trustee Agency, or otherwise has jurisdiction by law over resources potentially affected by the project; or
(c) The Draft EIR is for a project identified in State CEQA Guidelines section 15206 as being a project of statewide, regional, or area-wide significance.

State CEQA Guidelines section 15206 identifies the following types of projects as being examples of projects of statewide, regional, or area-wide significance that require submission to the State Clearinghouse for circulation:

(1) General plans, elements, or amendments for which an EIR was prepared;

(2) Projects that have the potential for causing significant environmental effects beyond the city or county where the project would be located, such as:

(a) Residential development of more than 500 units;
(b) Commercial projects employing more than 1,000 persons or covering more than 500,000 square feet of floor space;
(c) Office building projects employing more than 1,000 persons or covering more than 250,000 square feet of floor space;
(d) Hotel or motel development of more than 500 rooms; and
(e) Industrial projects housing more than 1,000 persons, occupying more than 40 acres of land, or covering more than 650,000 square feet of floor area;

(3) Projects for the cancellation of a Williamson Act contract covering more than 100 acres;

(4) Projects in one of the following Environmentally Sensitive Areas:

(a) Lake Tahoe Basin;
(b) Santa Monica Mountains Zone;
(c) Sacramento-San Joaquin River Delta;
(d) Suisun Marsh;
(e) Coastal Zone, as defined by the California Coastal Act;
(f) Areas within one-quarter mile of a river designated as wild and scenic; or
(g) Areas within the jurisdiction of the San Francisco Bay Conservation and Development Commission;

(5) Projects that would affect sensitive wildlife habitats or the habitats of any rare, threatened, or endangered species;

(6) Projects that would interfere with water quality standards; and

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(7) Projects that would provide housing, jobs, or occupancy for 500 or more people within 10 miles of a nuclear power plant.

A Draft EIR may also be submitted to the State Clearinghouse for review and comment by state agencies when a state agency has special expertise with regard to the environmental impacts involved.

Submission of the Draft EIR to the State Clearinghouse affects the timing of the public review period as set forth in Local Guidelines Section 7.28.

(Reference: Pub. Resources Code, § 21091; State CEQA Guidelines, §§ 15205, 15206.)

7.27 SPECIAL NOTICE REQUIREMENTS FOR WASTE- AND FUEL-BURNING PROJECTS.

For any waste-burning project, as defined in Local Guidelines Section 5.11, in addition to the notice requirements specified in Local Guidelines Sections 7.25 and 7.26, Notice of Availability of the Draft EIR shall be given by direct mailing or any other method calculated to provide delivery of the notice to the owners and occupants of property within one-fourth mile of any parcel or parcels on which the project is located.

(Reference: Pub. Resources Code, § 21092(c).)

7.28 TIME FOR REVIEW OF DRAFT EIR; FAILURE TO COMMENT.

A period of between thirty (30) and sixty (60) days from the filing of the Notice of Completion of the Draft EIR shall be allowed for review of and comment on the Draft EIR, except in unusual situations.

If the Draft EIR is for a proposed project where a state agency is the lead agency, a responsible agency, or a trustee agency; a state agency otherwise has jurisdiction by law with respect to the project; or the proposed project is of sufficient statewide, regional, or area-wide significance as determined pursuant to State CEQA Guidelines section 15206, the review period shall be at least forty-five (45) days (unless a shorter period is approved as set forth below), and the lead agency shall provide the document in an electronic form, as required by the Office of Land Use and Climate Innovation, to the State Clearinghouse for review and comment by state agencies.

For purposes of calculating the length of the public review period, the last day of the public review period cannot fall on a weekend, a legal holiday, or other day on which the lead agency's offices are closed.[2] (Reference: *Rominger v. County of Colusa* (2014) 229 Cal.App.4th 690, 708.)

If a state agency is a Responsible Agency, or if the Draft EIR is submitted to the State Clearinghouse for review and comment by state agencies, the public review period shall be at least as long as the review period established by the State Clearinghouse. The public review period and

[2] A public agency's "offices are closed" for purposes of this section on days in which the agency is formally closed for business (for example, due to a weekend, a legal holiday, or a formal furlough affecting the entire office). A public agency's office is not considered closed for purposes of this section where the agency's office may be physically closed, but the agency is nonetheless open for business and is operating remotely or virtually (for example, in response to the Covid-19 pandemic).

the state agency review period may, but are not required to, begin and end at the same time. The state agency review period begins (day one) on the date that the State Clearinghouse distributes the Draft EIR to state agencies. The State Clearinghouse is required to distribute the Draft EIR to state agencies within three (3) working days from the date the State Clearinghouse receives the document, as long as the Draft EIR is complete when submitted to the State Clearinghouse. If the document submitted to the State Clearinghouse is not complete, the State Clearinghouse must notify the Lead Agency. The review period for the public and all other agencies may run concurrently with the state agency review period established by the State Clearinghouse.

Under certain circumstances, a shorter review period of the Draft EIR by the State Clearinghouse can be requested by the City; however, a shortened review period shall not be less than thirty (30) days for a Draft EIR. Any request for a shortened review period must be made in writing by the City to LCI. The City may designate a person to make these requests. The City must contact all Responsible and Trustee agencies and obtain their agreement prior to obtaining a shortened review period. (See the Shortened Review Request Form "P.")

A shortened review period is not available for any proposed project of statewide, regional or area-wide environmental significance as determined pursuant to State CEQA Guidelines section 15206. Any approval of a shortened review period shall be given prior to, and reflected in, the public notices.

In the event a public agency, group, or person whose comments on a Draft EIR are solicited fails to comment within the required time period, it shall be presumed that such agency, group, or person has no comment to make, unless the Lead Agency has received a written request for a specific extension of time for review and comment and a statement of reasons for the request.

Continued planning activities concerning the proposed project, short of formal approval, may continue during the period set aside for review and comment on the Draft EIR.

(Reference: Pub. Resources Code, § 21091; State CEQA Guidelines, §§ 15203, 15205(d).)

7.29 PUBLIC HEARING ON DRAFT EIR.

CEQA does not require formal public hearings for certification of an EIR; public comments may be restricted to written communications. (However, a hearing is required to utilize the limited exemption for Transit Priority Projects as explained in Local Guidelines Section 3.15; to adopt a bicycle transportation plan as explained in Local Guidelines Section 3.19; and for certain other actions involving the replacement or deletion of mitigation measures under State CEQA Guidelines section 15074.1.) However, if the City provides a public hearing on its consideration of a project, the City should include the project's environmental review documents as one of the subjects of the hearing. Notice of the time and place of the hearing shall be given in a timely manner in accordance with any legal requirements applicable to the proposed project. Generally, the requirements of the Ralph M. Brown Act will provide the minimum requirements for the inclusion of CEQA matters on agendas and at hearings. (Gov. Code, § 54950 et seq.) At a minimum, agendas for meetings and hearings before commissions, boards, councils, and other agencies must be posted in a location that is freely accessible to members of the public at least seventy-two (72) hours prior to a regular meeting. The agenda must contain a brief general

description of each item to be discussed and the time and location of the meeting. (Gov. Code, § 54954.2.) Additionally, any legislative body or its presiding officer must post an agenda for each regular or special meeting on the local agency's Internet Web site, if the local agency has one.

(Reference: State CEQA Guidelines, § 15202.)

7.30 RESPONSE TO COMMENTS ON DRAFT EIR.

The Lead Agency shall evaluate any comments on environmental issues received during the public review period for the Draft EIR and shall prepare a written response to those comments that raise significant environmental issues.

As stated below, the City, as Lead Agency, should also consider evaluating and responding to any comments received after the public review period. The written responses shall describe the disposition of any significant environmental issues that are raised in the comments. The responses may take the form of a revision of the Draft EIR, an attachment to the Draft EIR, or some other oral or written response that is adequate under the circumstances. If the City's position is at variance with specific recommendations or suggestions raised in the comment, the City's response must detail the reasons why such recommendations or suggestions were not accepted. The level of detail contained in the response, however, may correspond to the level of detail provided in the comment (i.e., responses to general comments may be general). A general response may be appropriate when a comment does not contain or specifically refer to readily available information, or does not explain the relevance of evidence submitted with the comment.

Moreover, the City shall respond to any specific suggestions for project alternatives or mitigation measures for significant impacts, unless such alternatives or mitigation measures are facially infeasible. The response shall contain recommendations, when appropriate, to alter the project as described in the Draft EIR as a result of an analysis of the comments received.

At least ten (10) days prior to certifying a Final EIR, the Lead Agency shall provide its proposed written response, either in printed copy or in an electronic format, to any public agency that has made comments on the Draft EIR during the public review period. The City, as Lead Agency, is not required to respond to comments received after the public review period. However, the City, as Lead Agency, should consider responding to all comments if it will not delay action on the Final EIR, since any comment received before final action on the EIR can form the basis of a legal challenge. A written response that addresses the comment or adequately explains the City's action in light of the comment may assist in defending against a legal challenge.

(Reference: State CEQA Guidelines, § 15088.)

7.31 PREPARATION AND CONTENTS OF FINAL EIR.

Following the receipt of any comments on the Draft EIR as required herein, such comments shall be evaluated by Staff and a Final EIR shall be prepared.

The Final EIR shall meet all requirements of Local Guidelines Section 7.18 and shall consist of the Draft EIR or a revision of the Draft, a section containing either verbatim or in

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summary the comments and recommendations received through the review and consultation process, a list of persons, organizations and public agencies commenting on the Draft, and a section containing the responses of the City to the significant environmental points raised in the review and consultation process.

(Reference: State CEQA Guidelines, §§ 15089, 15132.)

7.32 RECIRCULATION WHEN NEW INFORMATION IS ADDED TO EIR.

When significant new information is added to the EIR after notice and consultation but before certification, the Lead Agency must recirculate the Draft EIR for another public review period. The term "information" can include changes in the project or environmental setting as well as additional data or other information.

New information is significant only when the EIR is changed in a way that would deprive the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of a project or a feasible way to mitigate or avoid such an effect, including a feasible project alternative, that the project proponents decline to implement. Recirculation is required, for example, when:

(1) New information added to an EIR discloses:

(a) A new significant environmental impact resulting from the project or from a new mitigation measure proposed to be implemented; or

(b) A significant increase in the severity of an environmental impact (unless mitigation measures are also adopted that reduce the impact to a level of insignificance); or

(c) A feasible project alternative or mitigation measure that clearly would lessen the significant environmental impacts of the project, but which the project proponents decline to adopt; or

(2) The Draft EIR is so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Recirculation is not required when the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. If the revision is limited to a few chapters or portions of the EIR, the City as Lead Agency need only recirculate the chapters or portions that have been modified. A decision to not recirculate an EIR must be supported by substantial evidence in the record.

When the City determines to recirculate a Draft EIR, it shall give Notice of Recirculation (Form "M") to every agency, person, or organization that commented on the prior Draft EIR. The Notice of Recirculation must indicate whether new comments must be submitted and whether the City has exercised its discretion to require reviewers to limit their comments to the revised chapters or portions of the recirculated EIR. The City shall also consult again with those persons contacted pursuant to Local Guidelines Section 7.25 before certifying the EIR. When the EIR is substantially revised and the entire EIR is recirculated, the City may require that reviewers submit new comments and need not respond to those comments received during the earlier circulation period.

In those cases, the City should advise reviewers that, although their previous comments remain part of the administrative record, the final EIR will not provide a written response to those comments, and new comments on the revised EIR must be submitted. The City need only respond to those comments submitted in response to the revised EIR.

When the EIR is revised only in part and the City is recirculating only the revised chapters or portions of the EIR, the City may request that reviewers limit their comments to the revised chapters or portions. The City need only respond to: (1) comments received during the initial circulation period that relate to chapters or portions of the document that were not revised and recirculated, and (2) comments received during the recirculation period that relate to the chapters or portions of the earlier EIR that were revised and recirculated.

When recirculating a revised EIR, either in whole or in part, the City must, in the revised EIR or by an attachment to the revised EIR, summarize the revisions made to the previously circulated draft EIR.

(Reference: State CEQA Guidelines, § 15088.5.)

7.33 CERTIFICATION OF FINAL EIR.

Following the preparation of the Final EIR, Staff shall review the Final EIR and make a recommendation to the decision-making body regarding whether the Final EIR has been completed in compliance with CEQA, the State CEQA Guidelines and the City's Local Guidelines. The Final EIR and Staff recommendation shall then be presented to the decision-making body. The decision-making body shall independently review and consider the information contained in the Final EIR and determine whether the Final EIR reflects its independent judgment. Before it approves the project, the decision-making body must certify and find that: (1) the Final EIR has been completed in compliance with CEQA, the State CEQA Guidelines and the City's Local Guidelines; (2) the Final EIR was presented to the decision-making body and the decision-making body reviewed and considered the information contained in the Final EIR before approving the project; and (3) the Final EIR reflects the City's independent judgment and analysis.

Except in those cases in which the City Council is the final decision-making body for the project, any interested person may appeal the certification or denial of certification of a Final EIR to the City Council. Appeals must follow the procedures prescribed by the City.

(Reference: State CEQA Guidelines, § 15090.)

7.34 CONSIDERATION OF EIR BEFORE APPROVAL OR DISAPPROVAL OF PROJECT.

Once the decision-making body has certified the EIR, it may then proceed to consider the proposed project for purposes of approval or disapproval.

(Reference: State CEQA Guidelines, § 15092.)

7.35 FINDINGS.

The decision-making body shall not approve or carry out a project if a completed EIR identifies one or more significant environmental effects of the project unless it makes one or more of the following written findings for each such significant effect, accompanied by a brief explanation of the rationale supporting each finding. For impacts that have been identified as potentially significant, the possible findings are:

(a) Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment as identified in the Final EIR, such that the impact has been reduced to a less-than-significant level;
(b) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the City. Such changes have been, or can and should be, adopted by that other agency; or
(c) Specific economic, legal, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the Final EIR. The decision-making body must make specific written findings stating why it has rejected an alternative to the project as infeasible.

The findings required by this Section shall be supported by substantial evidence in the record. Measures identified and relied on to mitigate environmental impacts identified in the EIR to below a level of significance should be expressly adopted or rejected in the findings. The findings should include a description of the specific reasons for rejecting any mitigation measures or project alternatives identified in the EIR that would reduce the significant impacts of the project. Any mitigation measures that are adopted must be fully enforceable through permit conditions, agreements, or other measures.

If any of the proposed alternatives could avoid or lessen an adverse impact for which no mitigation measures are proposed, the City shall analyze the feasibility of such alternative(s). If the project is to be approved without including such alternative(s), the City shall find that specific economic, legal, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the Final EIR and shall list such considerations before such approval.

The decision-making body shall not approve or carry out a project as proposed unless: (1) the project as approved will not have a significant effect on the environment; or (2) the project's significant environmental effects have been eliminated or substantially lessened (as determined through one or more of the findings indicated above), and any remaining unavoidable significant effects have been found acceptable because of facts and circumstances described in a Statement of Overriding Considerations (see Local Guidelines Section 7.37). Statements in the Draft EIR or comments on the Draft EIR are not determinative of whether the project will have significant effects.

When making the findings required by this Section, the City as Lead Agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which it based its decision.

(Reference: State CEQA Guidelines, § 15091.)

7.36 SPECIAL FINDINGS REQUIRED FOR FACILITIES THAT MAY EMIT HAZARDOUS AIR EMISSIONS NEAR SCHOOLS.

Special procedural rules apply to projects involving the construction or alteration of a facility within one-quarter mile of a school when: (1) the facility might reasonably be anticipated to emit hazardous air emissions or to handle an extremely hazardous substance or a mixture containing extremely hazardous substances in a quantity equal to or greater than the threshold specified in Health and Safety Code section 25532(j); and (2) the emissions or substances may pose a health or safety hazard to persons who would attend or would be employed at the school. If the project meets both of those criteria, the Lead Agency may not certify an EIR or approve a Negative Declaration or Mitigated Negative Declaration unless it makes a finding that:

(a) The Lead Agency consulted with the affected school district or districts having jurisdiction over the school regarding the potential impact of the project on the school; and
(b) The school district was given written notification of the project not less than thirty (30) days prior to the proposed certification of the EIR or approval of the Negative Declaration or Mitigated Negative Declaration.

Implementation of this Local Guideline shall be consistent with the definitions and terms utilized in State CEQA Guidelines section 15186.

Additionally, in its role as a Responsible Agency, the City should be aware that for projects involving the acquisition of a school site or the construction of a secondary or elementary school by a school district, the Negative Declaration, Mitigated Negative Declaration, or EIR prepared for the project may not be adopted or certified unless there is sufficient information in the entire record to determine whether any boundary of the school site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor.

If it is determined that the project involves the acquisition of a school site that is within 500 feet of the edge of the closest traffic lane of a freeway, or other busy traffic corridor, the Negative Declaration, Mitigated Negative Declaration, or EIR may not be adopted or certified unless the school board determines, through a health risk assessment pursuant to Section 44360(b)(2) of the Health and Safety Code and after considering any potential mitigation measures, that the air quality at the proposed project site does not present a significant health risk to pupils.

(Reference: State CEQA Guidelines, § 15186.)

7.37 STATEMENT OF OVERRIDING CONSIDERATIONS.

Before a project that has unmitigated significant adverse environmental effects can be approved, the decision-making body must adopt a Statement of Overriding Considerations. If the decision-making body finds in the Statement of Overriding Considerations that specific benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

Accordingly, the Statement of Overriding Considerations allows the decision-making body to approve a project despite one or more unmitigated significant environmental impacts identified in the Final EIR. A Statement of Overriding Considerations can be made only if feasible project alternatives or mitigation measures do not exist to reduce the environmental impact(s) to a level of insignificance and the benefits of the project outweigh the adverse environmental effect(s). The feasibility of project alternatives or mitigation measures is determined by whether the project alternative or mitigation measure can be accomplished within a reasonable period of time, taking into account economic, environmental, social, legal and technological factors.

Project benefits that are appropriate to consider in the Statement of Overriding Considerations include the economic, legal, environmental, technological and social value of the project. The City may also consider region-wide or statewide environmental benefits.

Substantial evidence in the entire record must justify the decision-making body's findings and its use of the Statement of Overriding Considerations. If the decision-making body makes a Statement of Overriding Considerations, the Statement must be included in the record of the project approval and it should be referenced in the Notice of Determination.

(Reference: State CEQA Guidelines, § 15093.)

7.38 MITIGATION MONITORING OR REPORTING PROGRAM FOR EIR.

When making findings regarding an EIR, the City must do all of the following:

(a) Adopt a reporting or monitoring program to assure that mitigation measures that are required to mitigate or avoid significant effects on the environment will be implemented by the project proponent or other responsible party in a timely manner, in accordance with conditions of project approval;
(b) Make sure all conditions and mitigation measures are feasible and fully enforceable through permit conditions, agreements, or other measures. Such permit conditions, agreements, and measures must be consistent with applicable constitutional requirements such as the "nexus" and "rough proportionality" standards established by case law; and
(c) Specify the location and the custodian of the documents which constitute the record of proceedings upon which the City based its decision in the resolution certifying the EIR.

There is no requirement that the reporting or monitoring program be circulated for public review; however, the City may choose to circulate it for public comments along with the Draft EIR. Any mitigation measures required to mitigate or avoid significant effects on the environment shall be adopted and made fully enforceable, such as by being imposed as conditions of project approval.

The adequacy of a mitigation monitoring program is determined by the "rule of reason." This means that a mitigation monitoring program does not need to provide every imaginable measure. It needs only to provide measures that are reasonably feasible and that are necessary to avoid significant impacts or to reduce the severity of impacts to a less-than-significant level.

The mitigation monitoring or reporting program shall be designed to assure compliance with the mitigation measures during the implementation and construction of the project. If a

Responsible Agency or Trustee Agency has required that certain conditions be incorporated into the project, the City may request that agency to prepare and submit a proposed reporting or monitoring program. The City shall also require that, prior to the close of the public review period for a Draft EIR, the Responsible or Trustee Agency submit detailed performance objectives for mitigation measures, or refer the City to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to the City by a Responsible or Trustee Agency shall be limited to measures that mitigate impacts to resources that are within the Responsible or Trustee Agency's authority.

When a project is of statewide, regional, or area-wide significance, any transportation information resulting from the reporting or monitoring program required to be adopted by the City shall be submitted to the regional transportation planning agency where the project is located and to the Department of Transportation. The transportation planning agency and the Department of Transportation are required by law to adopt guidelines for the submittal of these reporting or monitoring programs, so the City may wish to tailor its submittal to such guidelines.

Local agencies have the authority to levy fees sufficient to pay for this program. Therefore, the City may impose a program to charge project proponents fees to cover actual costs of program processing and implementation.

The City may delegate reporting or monitoring responsibilities to an agency or to a private entity that accepts the delegation; however, until mitigation measures have been completed, the City remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.

The City may choose whether its program will monitor mitigation, report on mitigation, or both. "Reporting" is defined as a written compliance review that is presented to the Board or an authorized staff person. A report may be required at various stages during project implementation or upon completion of the mitigation measure. Reporting is suited to projects that have readily measurable or quantitative mitigation measures or that already involve regular review. "Monitoring" is generally an ongoing or periodic process of project oversight. Monitoring is suited to projects with complex mitigation measures that may exceed the expertise of the City to oversee, are expected to be implemented over a period of time, or require careful implementation to assure compliance.

At its discretion, the City may adopt standardized policies and requirements to guide individually adopted programs.

Standardized policies or requirements for monitoring and reporting may describe, but are not limited to:

(a) The relative responsibilities of various departments within the City for various aspects of the program;
(b) The responsibilities of the project proponent;
(c) Guidelines adopted by the City to govern preparation of programs;
(d) General standards for determining project compliance with the mitigation measures and related conditions of approval;

(e) Enforcement procedures for noncompliance, including provisions for administrative appeal; and/or
(f) A process for informing the Board and staff of the relative success of mitigation measures and using those results to improve future mitigation measures.

When a project is of statewide, regional, or area-wide importance, any transportation information generated by a mitigation monitoring or reporting program must be submitted to the transportation planning agency in the region where the project is located, as well as to the Department of Transportation.

(Reference: State CEQA Guidelines, § 15097.)

7.39 NOTICE OF DETERMINATION.

After approval of a project for which the City is the Lead Agency, Staff shall cause a Notice of Determination (Form "F") to be prepared, filed, and posted. The Notice of Determination shall include the following information:

(a) An identification of the project, including its common name, where possible, and its location. If the Notice of Determination is filed with the State Clearinghouse, the State Clearinghouse identification number for the draft EIR shall be provided.
(b) A brief description of the project;
(c) The City's name and the applicant's name (if any). If different from the applicant, the Notice of Determination shall further provide, if applicable, the identity of the person undertaking the project that is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies, or the identity of the person receiving a lease, permit, license, certificate, or other entitlement for use from one or more public agencies.
(d) The date when the City approved the project;
(e) Whether the project in its approved form with mitigation will have a significant effect on the environment;
(f) A statement that an EIR was prepared and certified pursuant to the provisions of CEQA;
(g) Whether mitigation measures were made a condition of the approval of the project, and whether a mitigation monitoring plan/program was adopted;
(h) Whether findings were made and/or whether a Statement of Overriding Considerations was adopted for the project; and
(i) The address where a copy of the EIR (with comments and responses) and the record of project approval may be examined by the general public.

The Notice of Determination shall be filed within five (5) working days of project approval with both (1) the Clerk of each county in which the project will be located; and (2) the State Clearinghouse of the Office of Land Use and Climate Innovation. (To determine the fees that must be paid with the filing of the Notice of Determination, see Local Guidelines Section 7.42 and the Staff Summary of the CEQA Process.) The County Clerk is required to post the Notice of Determination within twenty-four (24) hours of receipt. The Notice must be posted in the office of the Clerk for a minimum of thirty (30) days. Thereafter, the Clerk shall return the notice to the

City with a notation of the period it was posted. The City shall retain the notice for not less than twelve (12) months.

The City, when acting as lead agency, must post its Notice of Determination for a project on its website, if any.

For projects with more than one phase, Staff shall file a Notice of Determination for each phase requiring a discretionary approval. The filing and posting of a Notice of Determination with the Clerk, and, if necessary, with LCI, usually starts a thirty (30) day statute of limitations on court challenges to the approval under CEQA. When separate notices are filed for successive phases of the same overall project, the thirty (30) day statute of limitation to challenge the subsequent phase begins to run when the second notice is filed. Failure to file the Notice may result in a one hundred eighty (180) day statute of limitations.

(Reference: Pub. Resources Code, §§ 21092.2, 21108; State CEQA Guidelines, § 15094.)

7.40 DISPOSITION OF A FINAL EIR.

The City shall file a copy of the Final EIR with the appropriate planning agency of any city or county where significant effects on the environment may occur. The City shall also retain one or more copies of the Final EIR as a public record for a reasonable period of time. Finally, for private projects, the City may require that the project applicant provide a copy of the certified Final EIR to each Responsible Agency.

(Reference: State CEQA Guidelines, § 15095.)

7.41 PRIVATE PROJECT COSTS.

For private projects, the person or entity proposing to carry out the project shall be charged a reasonable fee to recover the estimated costs incurred by the City in preparing, circulating, and filing the Draft and Final EIRs, as well as all publication costs incident thereto.

7.42 FILING FEES FOR PROJECTS THAT AFFECT WILDLIFE RESOURCES.

At the time a Notice of Determination for an EIR is filed with the County or Counties in which the project is located, a fee of $4,123.50, or the then applicable fee, shall be paid to the Clerk for projects that will adversely affect fish or wildlife resources. These fees are collected by the Clerk on behalf of DFW.

Only one filing fee is required for each project unless the project is tiered or phased and separate environmental documents are prepared. For projects where Responsible Agencies file separate Notices of Determination, only the Lead Agency is required to pay the fee.

Note: County Clerks are authorized to charge a documentary handling fee for each project in addition to the Fish and Wildlife fees specified above. Refer to the Index in the Staff Summary to help determine the correct total amount of fees applicable to the project.

For private projects, the City should pass these costs on to the project applicant.

No fees are required for projects with "no effect" on fish or wildlife resources or for certain projects undertaken by the DFW and implemented through a contract with a non-profit entity or local government agency. (See Local Guidelines Section 6.24 for more information regarding a "no effect" determination.)

8. TYPES OF EIRS

8.01 EIRs Generally.

This chapter describes a number of examples of various EIRs tailored to different situations. All of these types of EIRs must meet the applicable requirements of Chapter 7 of these Local Guidelines.

8.02 Tiering.

(a) Tiering Generally.

"Tiering" refers to using the analysis of general matters contained in a previously certified broader EIR in later EIRs, Negative Declarations, or Mitigated Negative Declarations prepared for narrower projects. The later EIR, Negative Declaration, or Mitigated Negative Declaration may incorporate by reference the general discussions from the broader EIR and may concentrate solely on the issues specific to the later project.

An Initial Study shall be prepared for the later project and used to determine whether a previously certified EIR may be used and whether new significant effects should be examined. Tiering does not excuse the City from adequately analyzing reasonably foreseeable significant environmental effects of a project, nor does it justify deferring analysis to a later tier EIR, Negative Declaration, or Mitigated Negative Declaration. However, the level of detail contained in a first-tier EIR need not be greater than that of the program, plan, policy, or ordinance being analyzed. When the City is using the tiering process in connection with an EIR for a large-scale planning approval, such as a general plan or component thereof (e.g., an area plan, specific plan or community plan), the development of detailed, site-specific information may not be feasible. Such site-specific information can be deferred, in many instances, until such time as the Lead Agency prepares a future environmental document in connection with a project of a more limited geographical scale, as long as deferral does not prevent adequate identification of significant effects of the planning approval at hand.

(b) Identifying New Significant Impacts.

When assessing whether there is a new significant cumulative effect for purposes of a subsequent tier environmental document, the Lead Agency shall consider whether the incremental effects of the project would be considerable when viewed in the context of past, present, and probable future projects.

A Lead Agency may use only a valid CEQA document as a first-tier document. Accordingly, the City, in its role as Lead Agency, should carefully review the first-tier environmental document to determine whether or not the statute of limitations for challenging the document has run. If the statute of limitations has not expired, the City should use the first-tier document with caution and pay careful attention to the legal status of the document. If the first-tier document is subsequently invalidated, any later environmental document may also be defective.

(c) Infill Projects and Tiering.

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Certain "infill" projects may tier off of a previously certified EIR. An "infill" project is defined as a project with residential, retail, and/or commercial uses, a transit station, a school, or a public office building. It must be located in an urban area on a previously developed site or on an undeveloped site that is surrounded by developed uses. The project must be either consistent with land use planning strategies that achieve greenhouse gas ("GHG") emission reduction targets, feature a small walkable community project, or where a sustainable communities or alternative planning strategy has not yet been adopted for the area, include a residential density of at least 20 units per acre or a floor area ratio of at least 0.75. The project must also meet a number of standards related to energy efficiency that are not yet defined but which SB 226 directs the Office of Land Use and Climate Innovation to prepare.

If an EIR was certified for a planning level decision by a city or county (such as a General Plan or Specific Plan), the scope of the CEQA review for a later "infill" project can be limited to those effects on the environment that: 1) are specific to the project or to the project site and were not addressed as significant effects in the prior EIR; or 2) substantial new information shows will be more significant than described in the prior EIR.

When a project meets the definition of "infill" and either of the above conditions exist but a Mitigated Negative Declaration cannot be adopted, then the subsequent EIR for such a project need not consider alternative locations, densities, and building intensities or growth-inducing impacts.

(d) Statement of Overriding Considerations.

A Lead Agency may also tier off of a previously prepared Statement of Overriding Considerations if certain conditions are met. (See Local Guidelines Section 7.37.)

(Reference: State CEQA Guidelines, § 15152.)

8.03 PROJECT EIR.

The most common type of EIR examines the environmental impacts of a specific development project and focuses primarily on the changes in the environment that would result from the development project.

If the EIR for a redevelopment plan is a Project EIR, all public and private activities or undertakings pursuant to or in furtherance of the Redevelopment Plan shall constitute a single project, which shall be deemed approved at the time of the adoption of the Redevelopment Plan. Although the City will probably not act as a Lead Agency for a Redevelopment Plan, the City may act as a Responsible Agency. (State Guideline Section 15180.)

(Reference: State CEQA Guidelines, §§ 15161, 15180.)

8.04 SUBSEQUENT EIR.

A Subsequent EIR is required when a previous EIR has been prepared and certified, or a Negative Declaration or Mitigated Negative Declaration has been adopted, for a project and at least one of the three following situations occur:

(a) Substantial changes are proposed in the project which will require major revisions of a previous EIR due to the identification of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(b) Substantial changes occur with respect to the circumstances under which the project is to be undertaken which will require major revisions of a previous EIR due to the identification of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(c) New information, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration/Mitigated Negative Declaration was adopted, becomes available and shows any of the following:

(1) the project will have one or more significant effects not discussed in a previous EIR, Negative Declaration, or Mitigated Negative Declaration;

(2) significant effects previously examined will be substantially more severe than shown in a previous EIR;

(3) mitigation measures or alternatives previously found not to be feasible are in fact feasible and would substantially reduce one or more significant effects, but the project proponent declines to adopt the mitigation measures or alternatives; or

(4) mitigation measures or alternatives which were not considered in a previous EIR would substantially lessen one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

A Subsequent EIR must receive the same circulation and review as the previous EIR received.

In instances where the City is evaluating a modification or revision to an existing use permit, the City may consider only those environmental impacts related to the changes between what was allowed under the old permit and what is requested under the new permit. Only if these differential impacts fall within the categories described above may the City require additional environmental review.

When the City is considering approval of a development project that is consistent with a general plan for which an EIR was completed, another EIR is required only if the project causes environmental effects peculiar to the parcel which were not addressed in the prior EIR or substantial new information shows the effects peculiar to the parcel will be more significant than described in the prior EIR. (Reference: State CEQA Guidelines, § 15162.)

8.05 SUPPLEMENTAL EIR.

The City may choose to prepare a Supplemental EIR, rather than a Subsequent EIR, if any of the conditions described in Local Guidelines Section 8.04 have occurred but only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation. To assist the City in making this determination, the decision-making body should request an Initial Study and/or a recommendation by Staff. The Supplemental EIR

need contain only the information necessary to make the previous EIR adequate for the project as revised.

A Supplemental EIR shall be given the same kind of notice and public review as is given to a Draft EIR but may be circulated by itself without recirculating the previous EIR.

When the decision-making body decides whether to approve the project, it shall consider the previous EIR as revised by the Supplemental EIR. Findings shall be made for each significant effect identified in the Supplemental EIR.

(Reference: State CEQA Guidelines, § 15163.)

8.06 ADDENDUM TO AN EIR.

The City shall prepare an Addendum to a previously certified EIR, rather than a Subsequent or Supplemental EIR, only if changes or additions to the EIR are necessary, but none of the conditions described in Local Guidelines Section 8.04 or 8.05 calling for preparation of a Subsequent or Supplemental EIR have occurred. Since significant effects on the environment were addressed by findings in the original EIR, no new findings are required in the Addendum.

An Addendum to an EIR need not be circulated for public review but should be included in or attached to the Final EIR. The decision-making body shall consider the Addendum with the Final EIR prior to making a decision on a project. A brief explanation of the decision not to prepare a Subsequent EIR or a Supplemental EIR should be included in the Addendum, the Lead Agency's findings on the project, or elsewhere in the record. This explanation must be supported by substantial evidence.

(Reference: State CEQA Guidelines, § 15164.)

8.07 STAGED EIR.

When a large capital project will require a number of discretionary approvals from governmental agencies and one of the approvals will occur more than two years before construction will begin, a Staged EIR may be prepared. The Staged EIR covers the entire project in a general form or manner. A Staged EIR should evaluate a proposal in light of current and contemplated plans and produce an informed estimate of the environmental consequences of an entire project. The particular aspect of the project before the City for approval shall be discussed with a greater degree of specificity.

When a Staged EIR has been prepared, a Supplemental EIR shall be prepared when a later approval is required for the project and the information available at the time of the later approval would permit consideration of additional environmental impacts, mitigation measures, or reasonable alternatives to the project.

(Reference: State CEQA Guidelines, § 15167.)

8.08 PROGRAM EIR.

A Program EIR is an EIR that may be prepared on an integrated series of actions that are related either:

(a) Geographically;
(b) As logical parts in a chain of contemplated actions;
(c) In connection with the issuance of rules, regulations, plans or other general criteria to govern the conduct of a continuing program; or
(d) As individual projects carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects that can be mitigated in similar ways.

(State CEQA Guidelines Section, 15168.)

An advantage of using a Program EIR is that it can "[a]llow the Lead Agency to consider broad policy alternatives and program wide mitigation measures at an early time when the agency has greater flexibility to deal with basic problems or cumulative impacts." (State CEQA Guidelines section 15168(b)(4).) A Program EIR is distinct from a Project EIR, as a Project EIR is prepared for a specific project and must examine in detail site-specific considerations. Program EIRs are commonly used in conjunction with the process of tiering.

Tiering is the coverage of general matters in broader EIRs (such as on general plans or policy statements) with subsequent narrower EIRs. (State CEQA Guidelines section 15385; see also Local Guidelines Sections 8.02 and 11.74.) Tiering is proper "when it helps a public agency to focus upon the issues ripe for decision at each level of environmental review and in order to exclude duplicative analysis of environmental effects examined in previous environmental impact reports." (Pub. Res. Code, § 21093(a).) For example, the California Supreme Court has ruled that "CEQA does not mandate that a first-tier program EIR identify with certainty particular sources of water for second-tier projects that will be further analyzed before implementation during later stages of the program. Rather, identification of specific sources is required only at the second-tier stage when specific projects are considered." (*In re Bay-Delta etc.* (2008) 43 Cal.4th 1143.)

Subsequent activities in the program must be examined in light of the Program EIR to determine whether additional environmental documents must be prepared. Additional environmental review documents must be prepared if the proposed later project may arguably cause significant adverse effects on the environment.

(Reference: State CEQA Guidelines, § 15168.)

8.09 USE OF A PROGRAM EIR WITH SUBSEQUENT EIRS AND NEGATIVE DECLARATIONS.

A Program EIR can be used to simplify the task of preparing environmental documents on later activities in the program. The Program EIR can:

(a) Provide the basis for an Initial Study to determine whether the later activity may have any significant effects;

(b) Be incorporated by reference to deal with regional influences, secondary effects, cumulative impacts, broad alternatives and other factors that apply to the program as a whole; or
(c) Focus an EIR on a later activity to permit discussion solely of new effects which had not been considered before.

If a Program EIR is prepared for a redevelopment plan, subsequent activities in the redevelopment program will be subject to review if they would have effects that were not examined in the Program EIR. Where the later activities involve site-specific operations, the City should use a written checklist or similar device to document the evaluation of the site and the proposed activity to determine whether the environmental effects of the operation were within the scope of the Program EIR. If a later activity would have effects that were not examined in the Program EIR, a new Initial Study would need to be prepared leading to an EIR, Negative Declaration, or Mitigated Negative Declaration. That later analysis may tier from the Program EIR as provided in State CEQA Guidelines section 15152.

If the City finds that no Subsequent EIR would be required, the City can approve the activity as being within the scope of the project covered by the Program EIR, and no new environmental document is required. (See Local Guidelines Section 8.04.) Whether a later activity is within the scope of a Program EIR is a factual question that the Lead Agency determines based on substantial evidence in the record. Factors that the Lead Agency may consider in making that determination include, but are not limited to, consistency of the later activity with the type of allowable land use, overall planned density and building intensity, geographic area analyzed for environmental impacts, and covered infrastructure, as described in the Program EIR.

(Reference: State CEQA Guidelines, § 15168.)

8.10 USE OF AN EIR FROM AN EARLIER PROJECT.

A single EIR may be used to describe more than one project when the projects involve substantially identical environmental impacts. Any environmental impacts peculiar to one of the projects must be separately set forth and explained.

(Reference: State CEQA Guidelines, § 15165.)

8.11 MASTER EIR.

A Master EIR is an EIR which may be prepared for:

(a) A general plan (including elements and amendments);
(b) A specific plan;
(c) A project consisting of smaller individual projects to be phased;
(d) A regulation to be implemented by subsequent projects;
(e) A project to be carried out pursuant to a development agreement;
(f) A project pursuant to or furthering a redevelopment plan;
(g) A state highway or mass transit project subject to multiple reviews or approvals; or
(h) A regional transportation plan or congestion management plan.

A Master EIR must do both of the following:

(a) Describe and present sufficient information about anticipated subsequent projects within its scope, including their size, location, intensity, and scheduling; and
(b) Preliminarily describe potential impacts of anticipated subsequent projects for which insufficient information is available to support a full impact assessment.

The City and Responsible Agencies identified in the Master EIR may use the Master EIR to limit environmental review of subsequent projects. However, the Lead Agency for the subsequent project must prepare an Initial Study to determine whether the subsequent project and its significant environmental effects were included in the Master EIR. If the Lead Agency for the subsequent project finds that the subsequent project will have no additional significant environmental effect and that no new mitigation measures or alternatives may be required, it may prepare written findings to that effect without preparing a new environmental document. When the Lead Agency makes this finding, it must provide public notice of the availability of its proposed finding for public review and comment in the same manner as if it were providing public notice of the availability of a draft EIR. (See Sections 15177(d) and 15087 of the State CEQA Guidelines and Section 7.25 of these Local Guidelines.)

A previously certified Master EIR cannot be relied upon to limit review of a subsequent project if:

(a) A project not identified in the certified Master EIR has been approved and that project may affect the adequacy of the Master EIR for the subsequent project now under consideration; or
(b) The Master EIR was certified more than five (5) years before the filing of an application for the subsequent project, unless the City reviews the adequacy of the Master EIR and:

    (1) Finds that, since the Master EIR was certified, no substantial changes have occurred that would cause the subsequent project to have significant environmental impacts, and there is no new information that the subsequent project would have significant environmental impacts; or

    (2) Prepares an Initial Study and either certifies a Subsequent or Supplemental EIR or adopts a Mitigated Negative Declaration that addresses any substantial changes or new information that would cause the subsequent project to have potentially significant environmental impacts. The certified subsequent or supplemental EIR must either be incorporated into the previously certified Master EIR or the City must identify any deletions, additions or other modifications to the previously certified Master EIR in the new document. The City may include a section in the subsequent or supplemental EIR that identifies these changes to the previously certified Master EIR.

When the Lead Agency cannot find that the subsequent project will have no additional significant environmental effect and no new mitigation measures or alternatives will be required, it must prepare either a Mitigated Negative Declaration or an EIR for the subsequent project.

(Reference: State CEQA Guidelines, § 15175.)

8.12 FOCUSED EIR.

A Focused EIR is an EIR for a subsequent project identified in a Master EIR. It may be used only if the City finds that the Master EIR's analysis of cumulative, growth-inducing, and irreversible significant environmental effects is adequate for the subsequent project. The Focused EIR must incorporate by reference the Master EIR.

The Focused EIR must analyze additional significant environmental effects not addressed in the Master EIR and any new mitigation measures or alternatives not included in the Master EIR. "Additional significant effects on the environment" means those project-specific effects on the environment that were not addressed as significant effects on the environment in the Master EIR.

The Focused EIR must also examine the following:

(a) Significant effects discussed in the Master EIR for which substantial new information exists that shows those effects may be more significant than described in the Master EIR;
(b) Those mitigation measures found to be infeasible in the Master EIR for which substantial new information exists that shows the effects may be more significant than described in the Master EIR; and
(c) Those mitigation measures found to be infeasible in the Master EIR for which substantial new information exists that shows those measures may now be feasible.

The Focused EIR need not examine the following effects:

(a) Those that were mitigated through Master EIR mitigation measures; or
(b) Those that were examined in the Master EIR in sufficient detail to allow project-specific mitigation or for which mitigation was found to be the responsibility of another agency.

A Focused EIR may be prepared for a multifamily residential project not exceeding 100 units or a mixed use residential project not exceeding 100,000 square feet even though the project was not identified in a Master EIR, if the following conditions are met:

(a) The project is consistent with a general plan, specific plan, community plan, or zoning ordinance for which an EIR was prepared within five (5) years of the Focused EIR's certification;
(b) The project does not require the preparation of a Subsequent or Supplemental EIR; and
(c) The parcel is surrounded by immediately contiguous urban development, was previously developed with urban uses, or is within one-half mile of a rail transit station.

A Focused EIR for these projects should be limited to potentially significant effects that are project-specific and/or which substantial new information shows will be more significant than described in the Master EIR. No discussion shall be required of alternatives to the project, cumulative impacts of the project, or the growth-inducing impacts of the project. (See State CEQA Guidelines section 15179.5.)

8.13 SPECIAL REQUIREMENTS FOR REDEVELOPMENT PROJECTS.

An EIR for a redevelopment plan may be a Master EIR, Program EIR or Project EIR. An EIR for a redevelopment plan must specify whether it is a Master EIR, a Program EIR or a Project EIR. Normally, the City will not be a Lead Agency for a redevelopment plan. However, if the City is a Responsible Agency on such a project, the City should endeavor to ensure that the county and/or applicable city as the case may be, as Lead Agency, analyzes these impacts in accordance with CEQA.

If a Program EIR is prepared for a redevelopment plan, subsequent activities in the redevelopment program will be subject to review if they would have effects that were not examined in the Program EIR. The Lead Agency should use a written checklist or similar device to document the evaluation of the site and the proposed activity to determine whether the environmental effects of the operation were indeed covered in the Program EIR. If the Lead Agency finds that no new effects could occur, no new mitigation measures would be required or that State CEQA Guidelines sections 15162 and 15163 do not otherwise apply, the Lead Agency can approve the activity as being within the scope of the project covered by the Program EIR, and no new environmental document is required.

If the EIR for a redevelopment plan is a Project EIR, all public and private activities or undertakings pursuant to or in furtherance of the Redevelopment Plan shall constitute a single project, which shall be deemed approved at the time of the adoption of the Redevelopment Plan. Once certified, no subsequent EIRs will be needed unless required by State CEQA Guidelines sections 15162 or 15163. (State CEQA Guidelines section 15180.) If a Master EIR is prepared for a redevelopment plan, subsequent projects will be subject to review if they would have effects that were not examined in the Master EIR. If no new effects could occur or no new mitigation measures would be required, the Lead Agency can approve the activity as being within the scope of the project covered by the Master EIR, and no new environmental document is required.

(Reference: State CEQA Guidelines, § 15180.)

9. AFFORDABLE HOUSING

9.01 STREAMLINED, MINISTERIAL APPROVAL PROCESS FOR AFFORDABLE HOUSING PROJECTS

The legislature has provided reforms and incentives to facilitate and expedite the approval and construction of affordable housing.

(a) An applicant may submit an application for a development that is subject to the streamlined, ministerial approval process and is not subject to a conditional use permit or any other non-legislative discretionary approval if the development satisfies all of the following objective planning standards:

(i) The development is a multifamily housing development that contains two or more residential units.

(ii) The development is located on a site that satisfies the following:

(A) A site that is a legal parcel or parcels located in a city if, and only if, the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel or parcels wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(B) A site in which at least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. For the purposes of this section, parcels that are only separated by a street or highway shall be considered to be adjoined.

(C)(1) A site that meets the requirements of clause (2) and satisfies any of the following:

(I) The site is zoned for residential use or residential mixed-use development.

(II) The site has a general plan designation that allows residential use or a mix of residential and nonresidential uses.

(III) The site is zoned for office or retail commercial use and meets the requirements of Gov. Code section 65852.24.

(2) At least two-thirds of the square footage of the development designated for residential use. Additional density, floor area, and units, and any other concession, incentive, or waiver of development standards granted pursuant to the Density Bonus Law in Government Code section 65915 shall be included in the square footage calculation. The square footage of the development shall not include underground space, such as basements or underground parking garages.

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(iii) If the development contains units that are subsidized, the development proponent already has recorded, or is required by law to record, a land use restriction for the following applicable minimum durations:

(A) Fifty-five years for units that are rented.

(B) Forty-five years for units that are owned.

(iv) The development satisfies both of the following:

(A) The development is located in a locality that the department has determined is subject to this subparagraph on the basis that the number of units that have been issued building permits is less than the locality's share of the regional housing needs, by income category, for that reporting period. A locality shall remain eligible under this subparagraph until the department's determination for the next reporting period. A locality shall be subject to this subparagraph if it has not submitted an annual housing element report to the department pursuant to paragraph (2) of subdivision (a) of Section 65400 for at least two consecutive years before the development submitted an application for approval under this section.

(B) The development is subject to a requirement mandating a minimum percentage of below market rate housing based on one of the following:

(1) The locality did not submit its latest production report to the department by the time period required by Government Code section 65400, or that production report reflects that there were fewer units of above moderate-income housing approved than were required for the regional housing needs assessment cycle for that reporting period. In addition, if the project contains more than 10 units of housing, the project seeking approval dedicates a minimum of 10 percent of the total number of units, before calculating any density bonus, to housing affordable to households making below 80 percent of the area median income. If the locality has adopted a local ordinance that requires that greater than 10 percent of the units be dedicated to housing affordable to households making below 80 percent of the area median income, that zoning ordinance applies.

(2) The locality did not submit its latest production report to the department by the time period required by Government Code section 65400, or that production report reflects that there were fewer units of housing affordable to households making below 80 percent of the area median income that were issued building permits than were required for the regional housing needs assessment cycle for that reporting period, and the project seeking approval dedicates 50 percent of the total number of units, before calculating any density bonus, to housing affordable to households making below 80 percent of the area median income, unless the locality has adopted

a local ordinance that requires that greater than 50 percent of the units be dedicated to housing affordable to households making below 80 percent of the area median income, in which case that ordinance applies.

(3) The locality did not submit its latest production report to the department by the time period required by Government Code section 65400, or if the production report reflects that there were fewer units of housing affordable to any income level described in clause (i) or (ii) that were issued building permits than were required for the regional housing needs assessment cycle for that reporting period, the project seeking approval may choose between utilizing clause (i) or (ii).

(v) The development, excluding any additional density or any other concessions, incentives, or waivers of development standards granted pursuant to the Density Bonus Law in Government Code section 65915, is consistent with objective zoning standards and objective design review standards in effect at the time that the development is submitted to the local government pursuant to this section. For purposes of this paragraph, "objective zoning standards" and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a city or county, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances, subject to the following:

(A) A development shall be deemed consistent with the objective zoning standards related to housing density, as applicable, if the density proposed is compliant with the maximum density allowed within that land use designation, notwithstanding any specified maximum unit allocation that may result in fewer units of housing being permitted.

(B) In the event that objective zoning, general plan, or design review standards are mutually inconsistent, a development shall be deemed consistent with the objective zoning standards pursuant to this section if the development is consistent with the standards set forth in the general plan.

(C) A project that satisfies the requirements of Government Code section 65852.24 shall be deemed consistent with objective zoning standards, objective design standards, and objective subdivision standards if the project is consistent with the provisions of subdivision (b) of Government Code section 65852.24 and if none of the square footage in the project is designated for hotel, motel, bed and breakfast inn, or other transient lodging use, except for a residential hotel. For purposes of this subdivision, "residential hotel" shall have the same meaning as defined in Section 50519 of the Health and Safety Code.(vi) The development is not located on a site that is any of the following:

(A) A coastal zone, as defined in Division 20 (commencing with Section 30000) of the Public Resources Code.

(B) Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

(C) Wetlands, as defined in the United States Fish and Wildlife Service Manual.

(D) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Government Code section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(E) A hazardous waste site that is listed pursuant to Government Code section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless either of the following apply:

(i) The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section 25296.10 of the Health and Safety Code based on closure criteria established by the State Water Resources Control Board for residential use or residential mixed uses. This section does not alter or change the conditions to remove a site from the list of hazardous waste sites listed pursuant to Government Code section 65962.5; or

(ii) The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code, has otherwise determined that the site is suitable for residential use or residential mixed uses.

(F) Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California

Building Standards Law, Health and Safety Code section 18901, and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.

(G) Within a flood plain as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has been issued a flood plain development permit pursuant to Code of Federal Regulations section 59.1.

(H) Within a floodway as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Code of Federal Regulations section 60.3(d)(3).

(I) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, Fish and Game Code section 2800, habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

(J) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act, Fish and Game Code section 2050, or the Native Plant Protection Act, Fish and Game Code section 1900.

(K) Lands under conservation easement.

(vii) The development is not located on a site where any of the following apply:

(A) The development would require the demolition of the following types of housing:

(1) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(2) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(3) Housing that has been occupied by tenants within the past 10 years.

(B) The site was previously used for housing that was occupied by tenants that was demolished within 10 years before the development proponent submits an application under this section.

(C) The development would require the demolition of a historic structure that was placed on a national, state, or local historic register.

(D) The property contains housing units that are occupied by tenants, and units at the property are, or were, subsequently offered for sale to the general public by the subdivider or subsequent owner of the property.

(viii) The applicant has done both of the following, as applicable:

(A) Certified to the locality that either of the following is true, as applicable:

(1) The entirety of the development is a public work for purposes of Labor Code section 1720.

(2) If the development is not in its entirety a public work, that all construction workers employed in the execution of the development will be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Labor Code sections 1773 and 1773.9, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. If the development is subject to this subparagraph, then for those portions of the development that are not a public work all of the following shall apply:

(I) The development proponent shall ensure that the prevailing wage requirement is included in all contracts for the performance of the work.

(II) All contractors and subcontractors shall pay to all construction workers employed in the execution of the work at least the general prevailing rate of per diem wages, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate.

(III) Except as provided in subsection (V), all contractors and subcontractors shall maintain and verify payroll records pursuant to Labor Code section 1776 and make those records available for inspection and copying as provided in therein.

(IV) Except as provided in subsection (V), the obligation of the contractors and subcontractors to pay prevailing wages may be enforced by the Labor Commissioner through the issuance of a civil wage and penalty assessment pursuant to Labor Code section 1741, which may be reviewed pursuant to Labor Code section 1742, within 18 months after the completion of the development, by an underpaid worker through an administrative

complaint or civil action, or by a joint labor-management committee though a civil action under Labor Code section 1771.2. If a civil wage and penalty assessment is issued, the contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages pursuant to Labor Code section 1742.1.

(V) Subsections (III) and (IV) shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for enforcement of that obligation through an arbitration procedure. For purposes of this clause, "project labor agreement" has the same meaning as set forth in Public Contract Code section 2500(b)(1).

(VI) Notwithstanding Labor Code section 1773.1, subdivision (c), the requirement that employer payments not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing shall not apply if otherwise provided in a bona fide collective bargaining agreement covering the worker. The requirement to pay at least the general prevailing rate of per diem wages does not preclude use of an alternative workweek schedule adopted pursuant to Labor Code section 511 or 514.

(B)(1) For developments for which any of the following conditions apply, certified that a skilled and trained workforce shall be used to complete the development if the application is approved:

(I) On and after January 1, 2018, until December 31, 2021, the development consists of 75 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction located in a coastal or bay county with a population of 225,000 or more.

(II) On and after January 1, 2022, until December 31, 2025, the development consists of 50 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction located in a coastal or bay county with a population of 225,000 or more.

(III) On and after January 1, 2018, until December 31, 2019, the development consists of 75 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal or bay county.

(IV) On and after January 1, 2020, until December 31, 2021, the development consists of more than 50 units and will be located within a

jurisdiction with a population of fewer than 550,000 and that is not located in a coastal or bay county.

(V) On and after January 1, 2022, until December 31, 2025, the development consists of more than 25 units and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal bay county.

(2) For purposes of this section, "skilled and trained workforce" has the same meaning as provided in the Public Contract Code section 2600.

(3) If the development proponent has certified that a skilled and trained workforce will be used to complete the development and the application is approved, the following shall apply:

(I) The applicant shall require in all contracts for the performance of work that every contractor and subcontractor at every tier will individually use a skilled and trained workforce to complete the development.

(II) Every contractor and subcontractor shall use a skilled and trained workforce to complete the development.

(III) Except as provided in subdivision (IV), the applicant shall provide to the locality, on a monthly basis while the development or contract is being performed, a report demonstrating compliance with Public Contract Code section 2600. A monthly report provided to the locality pursuant to this subclause shall be a public record under the California Public Records Act (Government Code section 7920.000 et seq.) and shall be open to public inspection. An applicant that fails to provide a monthly report demonstrating compliance with Public Contract Code section 2600 shall be subject to a civil penalty of ten thousand dollars ($10,000) per month for each month for which the report has not been provided. Any contractor or subcontractor that fails to use a skilled and trained workforce shall be subject to a civil penalty of two hundred dollars ($200) per day for each worker employed in contravention of the skilled and trained workforce requirement. Penalties may be assessed by the Labor Commissioner within 18 months of completion of the development using the same procedures for issuance of civil wage and penalty assessments pursuant to Labor Code section 1741, and may be reviewed pursuant to the same procedures in Labor Code section 1742. Penalties shall be paid to the State Public Works Enforcement Fund.

(IV) Subdivision (III) shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires compliance with the skilled and trained

workforce requirement and provides for enforcement of that obligation through an arbitration procedure. For purposes of this subparagraph, "project labor agreement" has the same meaning as set forth in Public Contract Code section 2500(b)(1).

(C) Notwithstanding subparagraphs (A) and (B) above, a development that is subject to approval pursuant to this section is exempt from any requirement to pay prevailing wages or use a skilled and trained workforce if it meets both of the following:

(1) The project includes 10 or fewer units.

(2) The project is not a public work for purposes of Labor Code section 1720.

(ix) The development did not or does not involve a subdivision of a parcel that is, or, notwithstanding this section, would otherwise be, subject to the Subdivision Map Act (Government Code section 66410, et seq.) or any other applicable law authorizing the subdivision of land, unless either of the following apply:

(A) The development has received or will receive financing or funding by means of a low-income housing tax credit and is subject to the requirement that prevailing wages be paid pursuant to subparagraph (A) of paragraph (viii).

(B) The development is subject to the requirement that prevailing wages be paid, and a skilled and trained workforce used, pursuant to paragraph (h).

(x) The development shall not be upon an existing parcel of land or site that is governed under the Mobilehome Residency Law, Civil Code section 798, the Recreational Vehicle Park Occupancy Law, Civil Code section 799.20, the Mobilehome Parks Act, Health and Safety Code section 18200, or the Special Occupancy Parks Act, Health and Safety Code section 18860.

(b) (i)(A)(1) Before submitting an application for a development subject to the streamlined, ministerial approval process described in this section, the development proponent shall submit to the local government a notice of its intent to submit an application. The notice of intent shall be in the form of a preliminary application that includes all of the information described in Section 65941.1 of the Government Code, as that section read on January 1, 2020.

(2) Upon receipt of a notice of intent to submit an application, the local government shall engage in a scoping consultation regarding the proposed development with any California Native American tribe that is traditionally and culturally affiliated with the geographic area, as described in Section 21080.3.1 of the Public Resources Code, of the proposed development. In order to expedite compliance with this subdivision, the local government

shall contact the Native American Heritage Commission for assistance in identifying any California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed development.

(3) The timeline for noticing and commencing a scoping consultation in accordance with this subdivision shall be as follows:

A. The local government shall provide a formal notice of a development proponent's notice of intent to submit an application to each California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed development within 30 days of receiving that notice of intent. The formal notice provided pursuant to this subclause shall include all of the following:

1. A description of the proposed development.
2. The location of the proposed development.
3. An invitation to engage in a scoping consultation in accordance with this subdivision.

B. Each California Native American tribe that receives a formal notice pursuant to this clause shall have 30 days from the receipt of that notice to accept the invitation to engage in a scoping consultation.

C. If the local government receives a response accepting an invitation to engage in a scoping consultation pursuant to this subdivision, the local government shall commence the scoping consultation within 30 days of receiving that response.

(B) The scoping consultation shall recognize that California Native American tribes traditionally and culturally affiliated with a geographic area have knowledge and expertise concerning the resources at issue and shall take into account the cultural significance of the resource to the culturally affiliated California Native American tribe.

(C) The parties to a scoping consultation conducted pursuant to this subdivision shall be the local government and any California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development. More than one California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development may participate in the scoping consultation. However, the local government, upon the request of any California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development, shall engage in a separate scoping consultation with that California Native American tribe. The development proponent and its consultants may participate in a scoping

consultation process conducted pursuant to this subdivision if all of the following conditions are met:

(1) The development proponent and its consultants agree to respect the principles set forth in this subdivision.

(2) The development proponent and its consultants engage in the scoping consultation in good faith.

(3) The California Native American tribe participating in the scoping consultation approves the participation of the development proponent and its consultants. The California Native American tribe may rescind its approval at any time during the scoping consultation, either for the duration of the scoping consultation or with respect to any particular meeting or discussion held as part of the scoping consultation.

(D) The participants to a scoping consultation pursuant to this subdivision shall comply with all of the following confidentiality requirements: (1) Government Code section 7927.000 and 7927.005; Government Code section 6254.10; Public Resources Code section 21083.3, subdivision (c); (4) State CEQA Guidelines section 15120, subdivision (d); and any additional confidentiality standards adopted by the California Native American tribe participating in the scoping consultation.

(E) CEQA does not apply to the scoping consultation conducted pursuant to this subdivision.

(b) (ii)(A) If, after concluding the scoping consultation, the parties find that no potential tribal cultural resource would be affected by the proposed development, the development proponent may submit an application for the proposed development that is subject to the streamlined, ministerial approval process described in this section

(B) If, after concluding the scoping consultation, the parties find that a potential tribal cultural resource could be affected by the proposed development and an enforceable agreement is documented between the California Native American tribe and the local government on methods, measures, and conditions for tribal cultural resource treatment, the development proponent may submit the application for a development subject to the streamlined, ministerial approval process described in this section. The local government shall ensure that the enforceable agreement is included in the requirements and conditions for the proposed development.

(C) If, after concluding the scoping consultation, the parties find that a potential tribal cultural resource could be affected by the proposed development and an enforceable agreement is not documented between the California Native American

tribe and the local government regarding methods, measures, and conditions for tribal cultural resource treatment, the development shall not be eligible for the streamlined, ministerial approval process described in this section.

(D) For purposes of this paragraph, a scoping consultation shall be deemed to be concluded if either of the following occur:

(1) The parties to the scoping consultation document an enforceable agreement concerning methods, measures, and conditions to avoid or address potential impacts to tribal cultural resources that are or may be present.

(2) One or more parties to the scoping consultation, acting in good faith and after reasonable effort, conclude that a mutual agreement on methods, measures, and conditions to avoid or address impacts to tribal cultural resources that are or may be present cannot be reached.

(E) If the development or environmental setting substantially changes after the completion of the scoping consultation, the local government shall notify the California Native American tribe of the changes and engage in a subsequent scoping consultation if requested by the California Native American tribe.

(b) (iii) A local government may only accept an application for streamlined, ministerial approval pursuant to this section if one of the following applies:

(A) A California Native American tribe that received a formal notice of the development proponent's notice of intent to submit an application pursuant to this section did not accept the invitation to engage in a scoping consultation.

(B) The California Native American tribe accepted an invitation to engage in a scoping consultation pursuant to this section but substantially failed to engage in the scoping consultation after repeated documented attempts by the local government to engage the California Native American tribe.

(C) The parties to a scoping consultation pursuant to this subdivision find that no potential tribal cultural resource will be affected by the proposed development.

(D) A scoping consultation between a California Native American tribe and the local government has occurred and resulted in an agreement.

(b) (iv) A project shall not be eligible for the streamlined, ministerial process described in this section if any of the following apply:

(A) There is a tribal cultural resource that is on a national, state, tribal, or local historic register list located on the site of the project.

(B) There is a potential tribal cultural resource that could be affected by the proposed development and the parties to a scoping consultation conducted pursuant to this subdivision do not document an enforceable agreement on methods, measures, and conditions for tribal cultural resource treatment, as described in this section.

(C) The parties to a scoping consultation conducted pursuant to this subdivision do not agree as to whether a potential tribal cultural resource will be affected by the proposed development.

(b) (v)(A) If, after a scoping consultation conducted pursuant to this subdivision, a project is not eligible for the streamlined, ministerial process described in this section for any or all of the following reasons, the local government shall provide written documentation of that fact, and an explanation of the reason for which the project is not eligible, to the development proponent and to any California Native American tribe that is a party to that scoping consultation:

(1) There is a tribal cultural resource that is on a national, state, tribal, or local historic register list located on the site of the project.

(2) The parties to the scoping consultation have not documented an enforceable agreement on methods, measures, and conditions for tribal cultural resource treatment.

(3) The parties to the scoping consultation do not agree as to whether a potential tribal cultural resource will be affected by the proposed development.

(b) (v)(B) The written documentation provided to a development proponent pursuant to this paragraph shall include information on how the development proponent may seek a conditional use permit or other discretionary approval of the development from the local government.

(b) (vi) This section is not intended, and shall not be construed, to limit consultation and discussion between a local government and a California Native American tribe pursuant to other applicable law, confidentiality provisions under other applicable law, the protection of religious exercise to the fullest extent permitted under state and federal law, or the ability of a California Native American tribe to submit information to the local government or participate in any process of the local government.

(b) (vii) For purposes of this subdivision:

(A) "Consultation" means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where

feasible, seeking agreement. Consultation between local governments and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural importance. A lead agency shall consult the tribal consultation best practices described in the "State of California Tribal Consultation Guidelines: Supplement to the General Plan Guidelines" prepared by the Office of Land Use and Climate Innovation.

(B) "Scoping" means the act of participating in early discussions or investigations between the local government and California Native American tribe, and the development proponent if authorized by the California Native American tribe, regarding the potential effects a proposed development could have on a potential tribal cultural resource, as defined in Section 21074 of the Public Resources Code, or California Native American tribe, as defined in Section 21073 of the Public Resources Code.

(b) (viii) This subdivision (b) shall not apply to any project that has been approved under the streamlined, ministerial approval process provided under this section before September 25, 2020.

(c)(i) If a local government determines that a development submitted pursuant to this section is consistent with the objective planning standards specified in subdivision (a) and pursuant to paragraph (iii) of this subdivision, it shall approve the development. If a local government determines that a development submitted pursuant to this section is in conflict with any of the objective planning standards specified in subdivision (a), it shall provide the development proponent written documentation of which standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards, as follows:

(A) Within 60 days of submittal of the development to the local government pursuant to this section if the development contains 150 or fewer housing units.

(B) Within 90 days of submittal of the development to the local government pursuant to this section if the development contains more than 150 housing units.

(ii) If the local government fails to provide the required documentation pursuant to paragraph (1), the development shall be deemed to satisfy the objective planning standards specified in subdivision (a).

(iii) For purposes of this section, a development is consistent with the objective planning standards specified in subdivision (a) if there is substantial evidence that would allow a reasonable person to conclude that the development is consistent with the objective planning standards. The local government shall not determine that a development, including an application for a modification under subdivision (g), is in conflict with the objective planning standards on the basis that application materials are not included, if the application contains substantial evidence that would allow a reasonable person to conclude that the development is consistent with the objective planning standards.

(d) (i) Any design review or public oversight of the development may be conducted by the local government's planning commission or any equivalent board or commission responsible for review and approval of development projects, or the city council or board of supervisors, as appropriate. That design review or public oversight shall be objective and be strictly focused on assessing compliance with criteria required for streamlined projects, as well as any reasonable objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, and shall be broadly applicable to development within the jurisdiction. That design review or public oversight shall be completed, and if the development is consistent with all objective standards, the local government shall approve the development as follows and shall not in any way inhibit, chill, or preclude the ministerial approval provided by this section or its effect, as applicable:

(A) Within 90 days of submittal of the development to the local government pursuant to this section if the development contains 150 or fewer housing units.

(B) Within 180 days of submittal of the development to the local government pursuant to this section if the development contains more than 150 housing units.

(ii) If the development is consistent with the requirements of subparagraph (A) or (B) of paragraph (ix) of subdivision (a) and is consistent with all objective subdivision standards in the local subdivision ordinance, an application for a subdivision pursuant to the Subdivision Map Act (Division 2 (commencing with Government Code section 66410)) shall be exempt from the requirements of CEQA and shall be subject to the public oversight timelines set forth in paragraph (i).

(iii) If a local government determines that a development submitted pursuant to this section is in conflict with any of the standards imposed pursuant to paragraph (i), it shall provide the development proponent written documentation of which objective standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that objective standard or standards consistent with the timelines described in paragraph (i) of subdivision (c).

(e) (i) Notwithstanding any other law, a local government, whether or not it has adopted an ordinance governing parking requirements in multifamily developments, shall not impose parking standards for a streamlined development that was approved pursuant to this section in any of the following instances:

(A) The development is located within one-half mile of public transit.

(B) The development is located within an architecturally and historically significant historic district.

(C) When on-street parking permits are required but not offered to the occupants of the development.

(D) When there is a car share vehicle located within one block of the development.

(ii) If the development does not fall within any of the categories described in paragraph (1), the local government shall not impose parking requirements for streamlined developments approved pursuant to this section that exceed one parking space per unit.

(f) (i) If a local government approves a development pursuant to this section, then, notwithstanding any other law, that approval shall not expire if the project satisfies both of the following requirements:

(A) The project includes public investment in housing affordability, beyond tax credits.

(B) At least 50 percent of the units are affordable to households making at or below 80 percent of the area median income.

(ii) If a local government approves a development pursuant to this section, and the project does not satisfy the requirements of subparagraphs (A) and (B) of paragraph (f)(i), that approval shall remain valid for three years from the date of the final action establishing that approval, or if litigation is filed challenging that approval, from the date of the final judgment upholding that approval. Approval shall remain valid for a project provided construction activity, including demolition and grading activity, on the development site has begun pursuant to a permit issued by the local jurisdiction and is in progress. For purposes of this subdivision, "in progress" means one of the following:

(A) The construction has begun and has not ceased for more than 180 days.

(B) If the development requires multiple building permits, an initial phase has been completed, and the project proponent has applied for and is diligently pursuing a building permit for a subsequent phase, provided that once it has been issued, the building permit for the subsequent phase does not lapse.

(C) Notwithstanding subparagraph (ii), a local government may grant a project a one-time, one-year extension if the project proponent can provide documentation that there has been significant progress toward getting the

development construction ready, such as filing a building permit application.

(iii) If the development proponent requests a modification pursuant to subdivision (g), then the time during which the approval shall remain valid shall be extended for the number of days between the submittal of a modification request and the date of its final approval, plus an additional 180 days to allow time to obtain a building permit. If litigation is filed relating to the modification request, the time shall be further extended during the pendency of the litigation. The extension required by this paragraph shall only apply to the first request for a modification submitted by the development proponent.

(g) (i)(A) A development proponent may request a modification to a development that has been approved under the streamlined, ministerial approval process provided in subdivision (b) if that request is submitted to the local government before the issuance of the final building permit required for construction of the development.

(i)(B) Except as provided in paragraph (g)(iiii), the local government shall approve a modification if it determines that the modification is consistent with the objective planning standards specified in subdivision (a) that were in effect when the original development application was first submitted.

(i)(C) The local government shall evaluate any modifications requested pursuant to this subdivision for consistency with the objective planning standards using the same assumptions and analytical methodology that the local government originally used to assess consistency for the development that was approved for streamlined, ministerial approval pursuant to subdivision (b).

(i)(D) A guideline that is adopted or amended by the Department of Housing and Community Development after a development is approved through the streamlined, ministerial approval process described in subdivision (b) shall not be used as a basis to deny proposed modifications.

(ii) Upon receipt of the development proponent's application requesting a modification, the local government shall determine if the requested modification is consistent with the objective planning standard and either approve or deny the modification request within 60 days after submission of the modification, or within 90 days if design review is required.

(iii) Notwithstanding paragraph (g)(i), the local government may apply objective planning standards adopted after the development application was first submitted to the requested modification in any of the following instances:

(A) The development is revised such that the total number of residential units or total square footage of construction changes by 15 percent or more. The calculation of the square footage of construction changes shall not include underground space.

(B) The development is revised such that the total number of residential units or total square footage of construction changes by 5 percent or more and it is necessary to subject the development to an objective standard beyond those in effect when the development application was submitted in order to mitigate or avoid a specific, adverse impact as that term is defined in subparagraph (A) of paragraph (1) of subdivision (j) of Government Code section 65589.5, upon the public health or safety and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact. The calculation of the square footage of construction changes shall not include underground space.

(C) Objective building standards contained in the California Building Standards Code (Title 24 of the California Code of Regulations), including, but not limited to, building plumbing, electrical fire, and grading codes, may be applied to all modification applications that are submitted prior to the first building permit application. Those standards may be applied to modification applications submitted after first building permit application if agreed to by the development proponent.

(iv) The local government's review of a modification request pursuant to this subdivision shall be strictly limited to determining whether the modification, including any modification to previously approved density bonus concessions or waivers, modify the development's consistency with the objective planning standards and shall not reconsider prior determinations that are not affected by the modification.

(h) (i) A local government shall not adopt or impose any requirement, including, but not limited to, increased fees or inclusionary housing requirements, that applies to a project solely or partially on the basis that the project is eligible to receive ministerial or streamlined approval pursuant to this section.

(ii) A local government shall issue a subsequent permit required for a development approved under this section if the application substantially complies with the development as it was approved pursuant to subdivision (b). Upon receipt of an application for a subsequent permit, the local government shall process the permit without unreasonable delay and shall not impose any procedure or requirement that is not imposed on projects that are not approved pursuant to this section. The local government shall consider the application for subsequent permits based upon the objective standards specified in any state or local laws that were in effect when the original development application was submitted, unless the development proponent agrees to a change in objective standards. Issuance of subsequent permits shall implement the approved development, and review of the permit application shall not inhibit, chill, or preclude the development. For purposes of this paragraph, a "subsequent permit" means a permit required subsequent to receiving approval under subdivision (b), and includes, but is not limited to, demolition, grading, and building permits and final maps, if necessary.

(i) (i) This section shall not affect a development proponent's ability to use any alternative streamlined by right permit processing adopted by a local government, including the provisions of Government Code section 65583.2(i).

(ii) This section shall not prevent a development from also qualifying as a housing development project entitled to the protections of Government Code section 65589.5. This paragraph does not constitute a change in, but is declaratory of, existing law.

(j) CEQA does not apply to actions taken by a state agency, local government, or the San Francisco Bay Area Rapid Transit District to:

(i) Lease, convey, or encumber land owned by the local government or the San Francisco Bay Area Rapid Transit District or to facilitate the lease, conveyance, or encumbrance of land owned by the local government, or for the lease of land owned by the San Francisco Bay Area Rapid Transit District in association with an eligible TOD project, as defined pursuant to Section 29010.1 of the Public Utilities Code, nor to any decisions associated with that lease, or to provide financial assistance to a development that receives streamlined approval pursuant to this section that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

(ii) Approve improvements located on land owned by the local government or the San Francisco Bay Area Rapid Transit District that are necessary to implement a development that receives streamlined approval pursuant to this section that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

(k) For purposes of this section the following definitions shall apply:

(1) "Affordable housing cost" has the same meaning as set forth in section 50052.5 of the Health and Safety Code.

(2) (A) Subject to the qualification provided by subparagraph (B), "affordable rent" has the same meaning as set forth in Section 50063 of the Health and Safety Code.

(B) For a development for which an application pursuant to this section was submitted prior to January 1, 2019, that includes 500 units or more of housing, and that dedicates 50 percent of the total number of units, before calculating any density bonus, to housing affordable to households making at, or below, 80 percent of the area median income, affordable rent for at least 30 percent of these units shall be set at an affordable rent as defined in subparagraph (k)(1), and "affordable rent" for the remainder of these units shall mean a rent that is consistent with the maximum rent levels for a

housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.

(3) "Department" means the Department of Housing and Community Development.

(4) "Development proponent" means the developer who submits an application for streamlined approval pursuant to this section.

(5) "Completed entitlements" means a housing development that has received all the required land use approvals or entitlements necessary for the issuance of a building permit.

(6) "Locality" or "local government" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(7) "Moderate income housing units" means housing units with an affordable housing cost or affordable rent for persons and families of moderate income, as that term is defined in Section 50093 of the Health and Safety Code.

(8) "Production report" means the information reported pursuant to subparagraph (D) of paragraph (2) of subdivision (a) of Government Code section 65400.

(9) "State agency" includes every state office, officer, department, division, bureau, board, and commission, but does not include the California State University or the University of California.

(10) "Subsidized" means units that are price or rent restricted such that the units are affordable to households meeting the definitions of very low and lower income, as defined in Sections 50079.5 and 50105 of the Health and Safety Code.

(11) "Reporting period" means either of the following:

(A) The first half of the regional housing needs assessment cycle.

(B) The last half of the regional housing needs assessment cycle.

(12) "Urban uses" means any current or former residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses.

(l) The determination of whether an application for a development is subject to the streamlined ministerial approval process provided by subdivision (b) is not a "project" under CEQA.

(m) This section shall remain in effect until January 1, 2026.

(Reference: Gov. Code, § 65913.4.)

9.02 MINISTERIAL APPROVAL PROCESS FOR URBAN LOT SPLITS AND HOUSING DEVELOPMENTS WITH NO MORE THAN TWO RESIDENTIAL UNITS WITHIN A SINGLE-FAMILY RESIDENTIAL ZONE (SB 9)

(a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, and shall therefore not be subject to CEQA, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel is not located on a site that is any of the following:

(A) Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction;

(B) Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993);

(C) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code—unless the parcel is a site excluded from the specified hazard zone by a local agency, or is a site that has adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development;

(D) A hazardous waste site that is listed pursuant to Government Code section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses;

(E) Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law, and by any local building department;

(F) Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency;

(G) Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification;

(H) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, habitat conservation plan pursuant to the federal Endangered Species Act of 1973, or other adopted natural resources protection plan;

(I) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973, the California Endangered Species Act, or the Native Plant Protection Act; or lands under conservation easement; or

(J) Lands under conservation easement.

(3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power;

(C) Housing that has been occupied by a tenant in the last three years.

(4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:

(A) If a local ordinance so allows; or

(B) The site has not been occupied by a tenant in the last three years

(6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

Other regulations governing the approval of a housing development under this section are set forth in Government Code section 65852.21(a).

(b) Notwithstanding any other provision of local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split—and such urban lot split shall therefore not be subject to CEQA—only if the local agency determines that the parcel map for the urban lot split meets all of the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) Both newly created parcels are no smaller than 1,200 square feet, except that a local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval.

(3) The parcel being subdivided meets all of the following requirements:

(A) The parcel is located within a single-family residential zone.

(B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly

within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(C) The parcel is not located on a site enumerated in Paragraph (a)(2) above.

(D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(iv) Housing that has been occupied by a tenant in the last three years.

(E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.

(G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

Other regulations governing the approval of an urban lot split under this section are set forth in Government Code section 65852.21(b).

9.03 APPROVAL OF ORDINANCE TO ZONE ANY PARCEL FOR UP TO 10 UNITS OF RESIDENTIAL DENSITY PER PARCEL IN CERTAIN CIRCUMSTANCES (SB 10)

(a) A local government may adopt an ordinance to zone a parcel for up to 10 units of residential density per parcel, at a height specified by the local government in the ordinance, if the

parcel is located in a transit-rich area or an urban infill site. This subsection shall not apply to either of the following:

(1) Parcels located within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This paragraph does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(2) Any local restriction enacted or approved by a local initiative that designates publicly owned land as open-space land, as defined in subdivision (h) of Section 65560, or for park or recreational purposes.

(b) An ordinance adopted in accordance with this section, and any resolution to amend the jurisdiction's General Plan, ordinance, or other local regulation adopted to be consistent with that zoning ordinance, shall not constitute a "project" under CEQA.

(c) Notwithstanding any other law that allows ministerial or by right approval of a development project or that grants an exemption from CEQA, a residential or mixed-use residential project consisting of more than 10 new residential units on one or more parcels that are zoned pursuant to an ordinance adopted under this section shall not be approved ministerially or by right and shall not be exempt from CEQA. This subdivision, however, shall not apply to a project located on a parcel or parcels that are zoned pursuant to an ordinance adopted under this section, but subsequently rezoned without regard to this section. A subsequent ordinance adopted to rezone the parcel or parcels shall not be exempt from CEQA. Any environmental review conducted to adopt the subsequent ordinance shall consider the change in the zoning applicable to the parcel or parcels before they were zoned or rezoned pursuant to the ordinance adopted under this section.

Other regulations governing the approval of an ordinance under this section are set forth in Government Code section 65913.5.

9.04 HOUSING SUSTAINABILITY DISTRICTS.

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries. The general plan must contain seven mandatory elements, including a housing element. Existing law provides for various reforms and incentives intended to facilitate and expedite the construction of affordable housing. Senate Bill 73 authorizes a city, county, or city and county, including a charter agency, to establish by ordinance a housing sustainability district that meets specified requirements, including authorizing residential use within the district through the ministerial issuance of a permit. The agency is authorized to apply to the Department of Housing and Community Development for approval of a zoning incentive payment and requires the agency to provide specified information about the proposed housing sustainability district ordinance. The department is required to approve a zoning incentive

payment if the ordinance meets the above-described requirements and the agency's housing element is in compliance with specified law.

A city, county, or city and county with a housing sustainability district would be entitled to a zoning incentive payment, subject to appropriation of funds for that purpose, and require that one-half of the amount be paid when the department approves the zone and one-half of the amount be paid when the department verifies that permits for the construction of the units have issued within the zone, provided that the city, county, or city and county has received a certificate of compliance for the applicable year. If the agency reduces the density of sites within the district from specified levels set forth in the Senate Bill 73, the agency would be required to return the full amount of zoning incentive payments it has received to the department. The bill also authorizes a developer to develop a project in a housing sustainability district in accordance with the already existing land use approval procedures that would otherwise apply to the parcel in the absence of the establishment of the housing sustainability district pursuant to its provisions, as provided.

As it relates specifically to CEQA, a Lead Agency designating a housing sustainability district is required to prepare an EIR pursuant to Government Code section 66201 to identify and mitigate, to the extent feasible, environmental impacts resulting from the designation. The EIR shall identify mitigation measures that may be undertaken by housing projects in the housing sustainability district to mitigate the environmental impacts identified in the EIR. Housing projects undertaken in the housing sustainability districts that meet specified requirements, including if the project satisfies certain design review standards applicable to development projects within the district provided the project is "complementary to adjacent buildings and structures and is consistent with the [agency's] general plan," are exempt under CEQA.

(Reference: Pub. Resources Code, § 21155.10, 21155.11.)

9.05 INTERIM MOTEL HOUSING PROJECTS.

"Interim motel housing projects" are statutorily exempt from CEQA. A project is exempt from CEQA as an "interim motel housing project" where the project consists of the conversion of a structure with a certificate of occupancy as a motel, hotel, residential hotel, or hostel to supportive or transitional housing and the conversion meets at least one of the following conditions: (1) the conversion does not result in the expansion of more than 10 percent of the floor area of any individual living unit in the structure; and (2) the conversion does not result in any significant effects relating to traffic, noise, air quality, or water quality.

If the City determines that a project is exempt from CEQA as an interim motel housing project, it must file a Notice of Exemption with the State Clearinghouse.

(Reference: Pub. Resources Code, § 21080.50 .)

9.06 SUPPORTIVE HOUSING AND "NO PLACE LIKE HOME" PROJECTS.

A decision by the City to seek funding from, or the Department of Housing and Community Development's awarding of funds pursuant to, the "No Place Like Home Program" (set forth in Part 3.9 of Division 5 of the Welfare and Institutions Code, commencing with Section 5849.1) does not constitute a "project" under CEQA.

"Supportive housing" in areas where multifamily and mixed uses are permitted may be a "use by right" and thus exempt from CEQA if the supportive housing project meets certain criteria set forth in Government Code section 65651. A "supportive housing" project is a project that provides housing with no limit on length of stay, that is occupied by persons within the target population—i.e., persons with disabilities, families who are homeless, or homeless youth—and that is linked to onsite or offsite services that assist the supportive housing resident to retain housing, improve their health status, and maximize their ability to live and, when possible, work in the community. A policy by a city or county to approve as a use by right proposed housing developments with a limit higher than 50 units does not constitute a "project" under CEQA. To see the requirements of the exemptions relating to supportive housing, please see Government Code section 65651.

If a No Place Like Home project is not exempt from CEQA under Government Code section 65651, the development applicant may request, within 10 days after the City determines the type of environmental documentation required for the project under CEQA, that the City prepare and certify the record of proceeding for the environmental review of the No Place Like Home project in accordance with Public Resources Code section 21186.

If the City approves or determines to carry out a No Place Like Home project that is subject to CEQA, the City shall file a notice of that approval or determination in accordance with the requirements of Public Resources Code section 21151, subdivision (a), except that the Notice of Determination shall be filed within two working days after the approval or determination becomes final. Likewise, if the City approves or determines to carry out a No Place Like Home project that is not subject to CEQA, the City shall file a Notice of Exemption in accordance with the requirements of Public Resources Code section 21152, subdivision (b), except that the Notice of Exemption shall be filed within two working days after the approval or determination becomes final.

(Reference: Pub. Resources Code, § 21163, *et seq.*; Gov. Code, § 65651; Health & Safety Code, § 50675.14.)

9.07 AFFORDABLE HOUSING DEVELOPMENTS IN COMMERCIAL ZONES.

A proposed affordable multifamily housing development project is subject to streamlined, ministerial review and is not subject to CEQA if it meets the following requirements:

1. One hundred percent of the units within the development project, excluding managers' units, must be dedicated to lower income households at an affordable cost, as defined by Section 50052.5 of the Health and Safety Code, or an affordable rent set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee. The units must be subject to a recorded deed restriction for a period of 55 years for rental units and 45 years for owner-occupied units.

2. The proposed development must meet applicable objective zoning standards, objective subdivision standards, and objective design review standards as further defined in Government Code section 65912.113(f) & (g).

3. The proposed housing development must meet certain density requirements set forth in Government Code section 65583.2(c)(3).

4. The project must be located in a zone where office, retail, or parking are a principally permitted use.

5. At least 75 percent of the perimeter of the project site must adjoin parcels that are developed with urban uses. Parcels that are only separated by a street or highway shall be considered adjoined.

6. The project may not be located on a site or adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use.

7. The project site must be located on a legal parcel or parcels that are either (a) in a city where the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau; or (b) in an unincorporated area, and the legal parcel or parcels are wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

8. None of the proposed housing may be located within 500 feet of a freeway.

9. None of the proposed housing may be located within 3,200 feet of a facility that actively extracts or refines oil or natural gas.

10. The project may not be located on a site that qualifies as either prime farmland or farmland of statewide importance.

11. The project site may not be located in wetlands.

12. The project site may not be located in a very high fire hazard severity zone.

13. The project site may not be located on a hazardous waste site, with limited exceptions as set forth in Government Code section 65913.4(a)(6)(E).

14. The project site may not be located within a delineated earthquake fault zone, unless the development complies with applicable seismic protection building code standards as set forth in Government Code section 65913.4(a)(6)(F).

15. The project may not be located within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency ("FEMA").

16. The project site may not be located within a regulatory floodway as determined by FEMA, with limited exceptions as set forth in Government Code section 65913.4(a)(6)(H).

17. The project site may not be located on lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, habitat conservation plan pursuant to the federal Endangered Species Act, or other adopted natural resource protection plan.

18. The project site may not be located on habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act, the California Endangered Species Act, or the Native Plant Protection Act.

19. The project site may not be located on lands under conservation easement.

20. The project site may not be located on an existing parcel of land or site that is governed under the Mobilehome Residency Law, the Recreational Vehicle Park Occupancy Law, the Mobilehome Parks Act, or the Special Occupancy Parks Act.

21. For a project proposed on a site within a neighborhood plan area, the applicable neighborhood plan must permit multifamily housing development on the site. Additional requirements apply to projects within a neighborhood plan area as of January 1, 2024, as set forth in Government Code section 65912.113(i).

22. For a project proposed on a vacant site, the project may not result in significant and unavoidable impacts to tribal cultural resources on the site.

23. The development proponent must complete a Phase I Environmental Site Assessment, and the proponent must undertake additional measures if a recognized environmental condition is found as set forth in Government Code section 65912.113(c).

A project approved under this section must meet certain labor standards, as set forth in Government Code section 65912.130, et seq. For example, a private housing development project under this section is subject to a requirement that all construction workers employed in the execution of the development be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations.

(Reference: Gov. Code, § 65912.110, et seq.)

9.08 MIXED-INCOME HOUSING DEVELOPMENTS ALONG COMMERCIAL CORRIDORS.

A proposed multifamily housing development project is subject to streamlined, ministerial review and is not subject to CEQA if it meets the following requirements:

1. The proposed development project must meet all of the following affordability criteria, as set forth in greater detail in Government Code section 65912.122:

   (a)(1) A rental housing development shall include either of the following:

(A) Eight percent of the units for very low income households and 5 percent of the units for extremely low income households; or

(B) Fifteen percent of the units for lower income households.

(2) The development proponent must agree to, and the local government must ensure, the continued affordability of all affordable rental units included pursuant to this section for 55 years.

(b)(1) An owner-occupied housing development shall include either of the following:

(A) Thirty percent of the units must be offered at an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, to moderate-income households; or

(B) Fifteen percent of the units must be offered at an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, to lower income households.

(2) The development proponent must agree to, and the local government must ensure, the continued affordability of all affordable rental units included pursuant to this section for 45 years.

(c) If the local government has a local affordable housing requirement, the housing development project shall comply with all of the following:

(1) The development project shall include the percentage of affordable units required by this section or the local requirement, whichever is higher.

(2) The development project shall meet the lowest income targeting in either policy.

(3) If the local affordable housing requirement requires greater than 15 percent of the units to be dedicated for lower income households and does not require the inclusion of units affordable to very low and extremely low income households, then the rental housing development shall do both of the following:

(A) Include 8 percent of the units for very low income households and 5 percent of the units for extremely low income households; and

(B) Fifteen percent of units affordable to lower income households shall be subtracted from the percentage of units required by the local policy at the highest required affordability level.

(d) Affordable units in the development project shall have the same bedroom and bathroom count ratio as the market rate units, be equitably distributed within the project, and have the same type or quality of appliances, fixtures, and finishes.

2. The project site must abut a commercial corridor and have frontage along the commercial corridor of at least 50 feet.

3. The project site may not be greater than 20 acres.

4. The project must be located in a zone where office, retail, or parking are a principally permitted use.

5. At least 75 percent of the perimeter of the project site must adjoin parcels that are developed with urban uses. Parcels that are only separated by a street or highway shall be considered adjoined.

6. The project may not be located on a site or adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use.

7. The project site must be located on a legal parcel or parcels that are either (a) in a city where the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau; or (b) in an unincorporated area, and the legal parcel or parcels are wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

8. The proposed development must meet applicable objective zoning standards, objective subdivision standards, and objective design review standards as further explained in Government Code section 65912.123(j).

9. The proposed housing development must meet certain density requirements set forth in Government Code section 65912.123(b).

10. The proposed housing development must meet certain height and setback requirements set forth in Government Code section 65912.123(c)-(d).

11. The project may not be located on a site where any of the following would apply:

(a) The development would require the demolition of the following types of housing: (i) housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; (ii) housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power; (iii) or housing that has been occupied by tenants within the past 10 years, excluding any manager's units.

(b) The site was previously used for permanent housing that was occupied by tenants, excluding any manager's units, that was demolished within 10 years before the development proponent submitted its application for the development.

(c) The site would require the demolition of a historic structure that was placed on a national, state, or local historic register.

(d) The property contains one to four dwelling units.

(e) The property is vacant and zoned for housing but not for multifamily residential use.

(f) The existing parcel of land or site is governed under the Mobilehome Residency Law, the Recreational Vehicle Park Occupancy Law, the Mobilehome Parks Act, or the Special Occupancy Parks Act

12. None of the proposed housing may be located within 500 feet of a freeway.

13. None of the proposed housing may be located within 3,200 feet of a facility that actively extracts or refines oil or natural gas.

14. The project may not be located on a site that qualifies as either prime farmland or farmland of statewide importance.

15. The project site may not be located in wetlands.

16. The project site may not be located in a very high fire hazard severity zone.

17. The project site may not be located on a hazardous waste site, with limited exceptions as set forth in Government Code section 65913.4(a)(6)(E).

18. The project site may not be located within a delineated earthquake fault zone, unless the development complies with applicable seismic protection building code standards as set forth in Government Code section 65913.4(a)(6)(F).

19. The project may not be located within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency ("FEMA").

20. The project site may not be located within a regulatory floodway as determined by FEMA, with limited exceptions as set forth in Government Code section 65913.4(a)(6)(H).

21. The project site may not be located on lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, habitat conservation plan pursuant to the federal Endangered Species Act, or other adopted natural resource protection plan.

22. The project site may not be located on habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act, the California Endangered Species Act, or the Native Plant Protection Act.

23. The project site may not be located on lands under conservation easement.

24. For a project proposed on a site within a neighborhood plan area, the applicable neighborhood plan must permit multifamily housing development on the site. Additional requirements apply to projects within a neighborhood plan area as of January 1, 2024, as set forth in Government Code section 65912.121(i).

25. For a project proposed on a vacant site, the project may not result in significant and unavoidable impacts to tribal cultural resources on the site.

26. The development proponent must complete a Phase I Environmental Site Assessment, and the proponent must undertake additional measures if a recognized environmental condition is found as set forth in Government Code section 65912.123(f).

A project approved under this section must meet certain labor standards, as set forth in Government Code section 65912.130, et seq. For example, a private housing development project under this section is subject to a requirement that all construction workers employed in the execution of the development be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations.

(Reference: Gov. Code, § 65912.120, et seq.)

9.09 A RESPONSIBLE AGENCY'S PROVISION OF FINANCIAL ASSISTANCE OR INSURANCE FOR THE DEVELOPMENT AND CONSTRUCTION OF AFFORDABLE HOUSING.

Action taken by a local agency that is acting as a responsible agency – not as a lead agency – to provide financial assistance or insurance for the development and construction of residential housing for persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code, is exempt from CEQA if the project that is the subject of the application for financial assistance or insurance will be subject to CEQA review by another public agency.

(Reference: Pub. Resources Code, § 21080.10.)

9.10 A RESPONSIBLE AGENCY'S PROVISION OF FINANCIAL ASSISTANCE OR INSURANCE FOR THE DEVELOPMENT AND CONSTRUCTION OF AFFORDABLE HOUSING.

Action taken by a local agency that is acting as a responsible agency – not as a lead agency – to provide financial assistance or insurance for the development and construction of residential housing for persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code, is exempt from CEQA if the project that is the subject of the application for financial assistance or insurance will be subject to CEQA review by another public agency.

This includes a local agency's approval of contracts that provide residential, counseling, and security services for people experiencing homelessness.

(Reference: Pub. Resources Code, § 21080.10.)

9.11 EXEMPTION FOR SPECIFIED AFFORDABLE HOUSING PROJECTS.

If the conditions and requirements set forth in Public Resources code section 21080.40 are met, the following public agency action relating to an "affordable housing project" shall be exempt from CEQA :

1. The issuance of an entitlement by a public agency for an affordable housing project.

2. An action to lease, convey, or encumber land owned by a public agency for an affordable housing project.

3. An action to facilitate the lease, conveyance, or encumbrance of land owned or to be purchased by a public agency for an affordable housing project.

4. Rezoning, specific plan amendments, or general plan amendments required specifically and exclusively to allow the construction of an affordable housing project.

5. An action to provide financial assistance in furtherance of implementing an affordable housing project.

Section 21080.40 of the Public Resources Code defines "affordable housing project" as a project that meets the following requirements:

- The project consists of multifamily residential uses only or a mix of multifamily residential and nonresidential uses;

- At least two-thirds of the square footage of the project is designated for residential use;

- All of the project's residential units, excluding managers' units, are dedicated to lower income households, as defined by Health & Safety Code section 50079.5;

- The project meets the labor requirements set forth in Government Code section 65912.130, or Government Code section 65912.131 if the project has 50 or more residential units;

- The project is located on a parcel in any of the following locations: (i) an urbanized area or urban cluster, as designated by the United States Census Bureau, (ii) within one-half mile walking distance to either a high-quality transit corridor or a major transit stop, (iii) a very low vehicle travel area (defined as an urbanized area where existing residential development generates vehicle miles traveled per capita that is below 85 percent of either regional vehicle miles traveled per capita or city vehicle miles traveled

per capita), or (iv) proximal to six or more certain specified amenities, including within one-half mile of a bus station or ferry terminal, or within one mile (or two miles if in a rural area) of a supermarket or grocery store, public park, community center, pharmacy or drugstore, medical clinic or hospital, public library, or a school; and

- Parcels that are developed with urban uses must adjoin at least 75 percent of the perimeter of the project site or at least three sides of a four-sided project site.

To qualify for this exemption, the affordable housing project must meet a series of requirements set forth in Public Resources Code section 21080.40. The requirements include that the affordable housing project be subject to a recorded California Tax Credit Allocation Committee regulatory agreement for at least 55 years upon completion of construction, and that the project site must be adequately served by existing utilities or extensions. In addition, the public agency must confirm that the project is not built on environmentally sensitive or hazardous land; that the project will not have significant and unavoidable tribal cultural resource impacts; that a Phase I environmental assessment was prepared and any hazardous substances on the site have been remediated; and if the project site is not permitted for multifamily housing, that none of the housing is located within 500 feet of a freeway or within 3,200 feet of a facility that actively extracts or refines soil or natural gas; and that the project site is not within a very high fire hazard severity zone.

If a lead agency determines that the affordable housing project is exempt from CEQA pursuant to this provision, it must file a notice of exemption with the Office of Land Use and Climate Innovation and the county clerk of each county in which the project is located.

(Reference: Pub. Resources Code, § 21080.40.)

9.12 MINISTERIAL APPROVAL OF HOUSING DEVELOPMENTS ON LAND OWNED BY INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION AND RELIGIOUS INSTITUTIONS.

A "housing development project" is not subject to CEQA if it meets the criteria and requirements set forth in Government Code section 65913.16. To qualify for the exemption, a housing development project must, among other things, meet the following requirements:

1. The housing development project must be located on land owned on or before January 1, 2024 by an independent institution of higher education or a religious institution, including ownership through an affiliated or associated nonprofit public benefit corporation organized pursuant to the Nonprofit Corporation Law (Part 2 (commencing with Section 5110) of Division 2 of Title 1 of the Corporations Code).

2. The housing development project must consist of residential units only; constitute a mixed-use development consisting of residential and non-residential uses with at least two-thirds of the square footage designated for residential use; or consist of transitional housing or supportive housing.

3. The housing development project must meet certain affordability requirements. One hundred percent of the development project's total units, exclusive of a

manager's unit or units, must be for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the total units in the development may be for moderate-income households, as defined in Section 50052 of the Health and Safety Code, and 5 percent of the units may be for staff of the independent institution of higher education or religious institution that owns the land.

4. The project must be subject to specified labor and prevailing wage requirements.

The exemption is subject to a lengthy series of locational and other requirements, set forth in Government Code section 65913.16.

(Reference: Gov. Code, § 65913.16.)

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10. CEQA LITIGATION

10.01 TIMELINES.

When a CEQA lawsuit is filed, there are numerous and complex time requirements that must be met. Pressing deadlines begin to run in the days immediately after a CEQA lawsuit has been filed with the Court. For example, within ten (10) business days of the public agency being served with a petition or complaint alleging a violation of CEQA, the City, if it was the Lead Agency, must provide the petitioner with a list of Responsible Agencies and public agencies with jurisdiction by law over any natural resource affected by the project at issue. There are a variety of other deadlines that apply in CEQA litigation.

If a CEQA lawsuit is filed, CEQA counsel should be contacted immediately in order to ensure that all the applicable deadlines are met.

10.02 MEDIATION AND SETTLEMENT.

After Litigation Has Been Filed. The parties in a CEQA lawsuit are required to meet and discuss settlement. Within twenty (20) days of being served with a CEQA legal challenge, the public agency named in the lawsuit must file a notice with the court setting forth the time and place for a settlement meeting. The meeting must be scheduled and held not later than forty-five (45) days from the date of service of the petition or complaint upon the public agency. Usually the main parties to the litigation (such as the Lead Agency, the developer of the project if there is one, and those challenging the project and their respective attorneys) meet to discuss settlement; there is no requirement to hire a professional mediator. The settlement meeting is usually subject to a confidentiality agreement.

If the parties in a CEQA lawsuit are in settlement or mediation, that attempt is intended to occur concurrently with the litigation. This means that the respondent public agency will be required to comply with all existing litigation timelines and requirements (for example, preparing and lodging the administrative record discussed below) while simultaneously conducting settlement or mediation, unless the parties enter into an alternate agreement to stay the litigation and that agreement is approved by the court.

10.03 ADMINISTRATIVE RECORD.

A. Contents of Administrative Record.

When the Lead Agency's CEQA finding(s) and/or action is challenged in a lawsuit, the Lead Agency must certify the administrative record that formed the basis of the Lead Agency's decision. To the extent the documents listed below exist and are not subject to a privilege that exempts them from disclosure, the following items should be included in the administrative record:

(1) All project application materials;

(2) All staff reports and related documents prepared by the public agency with respect to its compliance with the substantive and procedural requirements of CEQA and with respect to the action on the project;

(3) All staff reports and related documents prepared by the public agency and written testimony or documents submitted by any person relevant to any findings or statement of overriding considerations adopted by the public agency pursuant to CEQA or these Local Guidelines;

(4) Any transcript or minutes of the proceedings at which the decision-making body of the public agency heard testimony on or considered any environmental document on the project, and any transcript or minutes of proceedings before any advisory body to the respondent public agency that were presented to the decision-making body prior to action on the environmental documents or on the project;

(5) All notices issued by the public agency to comply with CEQA or with any other law governing the processing and approval of the project;

(6) All written comments received in response to, or in connection with, environmental documents prepared for the project, including responses to the notice of preparation;

(7) All written evidence or correspondence submitted to, or transferred from, the public agency with respect to compliance with CEQA or with respect to the project;

(8) Any proposed decisions or findings submitted to the decision-making body of the public agency by its staff or the project proponent, project opponents, or other persons, to the extent such documents are subject to public disclosure;

(9) The documentation of the final public agency decision, including the final environmental impact report, mitigated negative declaration, or negative declaration, and all documents, in addition to those referenced in paragraph (3) above, cited or relied on in the findings or in a statement of overriding considerations adopted pursuant to CEQA;

(10) Any other written materials relevant to the respondent public agency's compliance with CEQA or to its decision on the merits of the project, including the initial study; any drafts of any environmental document, or portions thereof, that were released for public review; copies of studies or other documents relied upon in any environmental document prepared for the project and either made available to the public during the public review period or included in the public agency's files on the project; and internal agency communications, including staff notes and memoranda, related to the project or to compliance with CEQA, to the extent such documents are subject to public disclosure. The administrative record need not include communications that are of a logistical nature, such as meeting invitations or scheduling communications. The administrative record further may not include material that is subject to a privilege contained in the Evidence Code or material that is subject to an exemption set forth in the California Public Records Act; and

(11) The full written record before any inferior administrative decision-making body whose decision was appealed prior to the filing of the lawsuit.

B. Organization of Administrative Record.

The administrative record should be organized as follows:

(1) Index. A detailed index must be included at the beginning of the administrative record listing each document in the order presented. Each entry must include the document's title, date, brief description, and the volume and page where the document begins;

(2) The Notice of Determination;

(3) The resolutions or ordinances adopted by the Lead Agency approving the project;

(4) The findings required by Public Resources Code section 21081, including any statement of overriding considerations;

(5) The Final EIR, including the Draft EIR or a revision of the draft, all other matters included in the Final EIR (such as traffic studies and air quality studies), and other types of environmental documents prepared under CEQA, such as a negative declaration, mitigated negative declaration, or addenda;

(6) The initial study;

(7) Staff reports prepared for the administrative bodies providing subordinate approvals or recommendations to the Lead Agency, in chronological order;

(8) Transcripts and minutes of hearings, in chronological order; and

(9) All other documents appropriate for inclusion in the administrative record, in chronological order.

Each section listed above must be separated by tabs or marked with electronic bookmarks. Oversized documents (such as building plans and maps) must be presented in a manner that allows them to be easily unfolded and viewed.

The court may issue an order allowing the documents to be organized in a different manner.

C. Preparation of Administrative Record.

The administrative record can be prepared: (1) by the petitioner, if the petitioner provides the Lead Agency notice that it elects to prepare the record, or (2) by the Lead Agency. If the petitioner provides notice that it elects to prepare the administrative record, the Lead Agency may, within five (5) business days of receiving such notice, deny the petitioner's request to prepare the record. In this circumstance, the Lead Agency may prepare the administrative record itself despite the petitioner's election. The petitioner and the Lead Agency can also agree on any alternative method of preparing the record, such as having the project applicant prepare the administrative record. However, when a third party such as the project applicant prepares or assists with the

preparation of the administrative record, the Lead Agency may not be able to recover fees incurred by the third party unless petitioner has agreed to this method of preparation.

Notwithstanding the above, upon the written request of a project applicant received no later than 30 days after the date that the Lead Agency makes a determination pursuant to Public Resources Code section 21080.1, 21094.5, or Chapter 4.2 (commencing with Public Resources Code section 21155) and with the written consent of the Lead Agency sent within 10 business days from receipt of the written request, the Lead Agency may prepare the administrative record concurrently with the administrative process. Should the Lead Agency and the project applicant so desire to pursue concurrent record preparation, the parties must comply with the provisions of Public Resources Code section 21167.6.2.

(See Pub. Resources Code, § 21167.6.)

D. Special Circumstances For Environmental Leadership Projects.

Special timing considerations and requirements apply if the Project is certified by the Governor as an Environmental Leadership Project pursuant to the "Jobs and Economic Improvement Through Environmental Leadership Act of 2021." For example, the administrative record must be finished and certified within five (5) days of project approval. See Public Resources Code section 21186 for a complete discussion of the special requirements related to the preparation of an administrative record for an Environmental Leadership Project.

11. DEFINITIONS

Whenever the following terms are used in these Local Guidelines, they shall have the following meaning unless otherwise expressly defined:

11.01 "Agricultural Employee" means a person engaged in agriculture, which includes farming in all its branches, and, among other things, includes: (1) the cultivation and tillage of the soil, (2) dairying, (3) the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities, (4) the raising of livestock, bees, furbearing animals, or poultry, and (5) any practices (including any forestry or lumbering operations) performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparation for market and delivery to storage or to market or to carriers for transportation to market.

This definition does not include any person covered by the National Labor Relations Act as agricultural employees pursuant to Section 2(3) of the Labor Management Relations Act (Section 152(3), Title 29, United States Code) and Section 3(f) of the Fair Labor Standards Act (Section 203(f), Title 29, United States Code). This definition does not apply to employees who perform work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work (as these terms have been construed under Section 8(e) of the Labor Management Relations Act, 29 United States Code Section 158(e)) or logging or timber-clearing operations in initial preparation of land for farming, or who does land leveling or only land surveying for any of the above. As used in this definition, "land leveling" shall include only major land moving operations changing the contour of the land, but shall not include annual or seasonal tillage or preparation of land for cultivation. (State CEQA Guidelines section 15191(a).)

11.02 "Applicant" means a person who proposes to carry out a project that requires a lease, permit, license, certificate, or other entitlement for use, or requires financial aid from one or more public agencies when applying for governmental approval or assistance.

11.03 "Approval" means a decision by the decision-making body or other authorized body or officer of the City which commits the City to a definite course of action with regard to a particular project. With regard to any project to be undertaken directly by the City, approval shall be deemed to occur on the date when the decision-making body adopts a motion or resolution determining to proceed with the project, which in no event shall be later than the date of adoption of plans and specifications. As to private projects, approval shall be deemed to have occurred upon the earliest commitment to provide service or the issuance by the City of a discretionary contract, subsidy, or other form of financial assistance, lease, permit, license, certificate, or other entitlement for use of the project. The mere acquisition of land by the City shall not, in and of itself, be deemed to constitute approval of a project.

For purposes of these Local Guidelines, all environmental documents must be completed as of the time of project approval.

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11.04 "Baseline" refers to the pre-project environmental conditions. By comparing the project's potential impacts to the baseline, the Lead Agency determines whether the project's impacts are substantial enough to be significant under the relevant thresholds of significance. Generally, the baseline is the environmental conditions existing on the date the environmental analysis begins, such as the date the Notice of Preparation is published for an EIR or the date the Notice of Intent to Adopt a Negative Declaration is published. However, in certain circumstances, an earlier or later date may provide a more accurate environmental analysis. The City may establish any baseline that is appropriate, including an earlier or later date, as long as the choice of baseline can be supported by substantial evidence.

11.05 "California Native American Tribe" means a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004.

11.06 "Categorical Exemption" means an exemption from CEQA for a class of projects based on a finding by the Secretary of the Resources Agency that the class of projects does not have a significant effect on the environment.

11.07 "Census-Defined Place" means a specific unincorporated land area within boundaries determined by the United States Census Bureau in the most recent decennial census.

11.08 "CEQA" means the California Environmental Quality Act, codified at California Public Resources Code sections 21000, et seq.

11.09 "City" means the City of Ontario.

11.10 "Clerk" means either the "Clerk of the Board" or the "County Clerk" depending upon the county. Please refer to the "Index to Environmental Filing by County" in the Staff Summary to determine which applies.

11.11 "Community-Level Environmental Review" means either (1) or (2) below:

(1) An EIR certified for any of the following:

(a) A general plan;
(b) A revision or update to the general plan that includes at least the land use and circulation elements;
(c) An applicable community plan;
(d) An applicable specific plan; or
(e) A housing element of the general plan, if the Environmental Impact Report analyzed the environmental effects of the density of the proposed project;

(2) A Negative Declaration or Mitigated Negative Declaration adopted as a subsequent environmental review document, following and based upon an EIR on a general plan, an applicable community plan or specific plan, provided that the subsequent environmental review document is allowed by CEQA following

a Master EIR or a Program EIR or is required pursuant to Public Resource Section 21166.

11.12 "Consultation" means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.

11.13 "Cumulative Impacts" means two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The individual effects may be changes resulting from a single project or a number of separate projects, whether past, present or future.

The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present and reasonably foreseeable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.

11.14 "Cumulatively Considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

11.15 "Decision-Making Body" means the body within the City, e.g. the City Council, which has final approval authority over the particular project.

11.16 "Developed Open Space" means land that meets each of the following three criteria:

(1) Is publicly owned, or financed in whole or in part by public funds;

(2) Is generally open to, and available for use by, the public; and

(3) Is predominantly lacking in structural development other than structures associated with open spaces, including, but not limited to, playgrounds, swimming pools, ball fields, enclosed child play areas, and picnic facilities.

Developed Open Space may include land that has been designated for acquisition by a public agency for developed open space purposes, but does not include lands acquired by public funds dedicated to the acquisition of land for housing purposes.

11.17 "Development Project" means any project undertaken for the purpose of development, including any project involving the issuance of a permit for construction or reconstruction but not a permit to operate. It does not include any ministerial projects proposed to be carried out or approved by public agencies. (Government Code section 65928.)

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11.18 "Discretionary Project" means a project for which approval requires the exercise of independent judgment, deliberation, or decision-making on the part of the City. To determine whether a project is discretionary, the key question is whether the public agency can use its subjective judgment to decide whether and how to carry out or approve a project.

11.19 "EIR" means Environmental Impact Report, a detailed written statement setting forth the environmental effects and considerations pertaining to a project. EIR may mean a Draft or a Final version of an EIR, a Project EIR, a Subsequent EIR, a Supplemental EIR, a Tiered EIR, a Staged EIR, a Program EIR, a Redevelopment EIR, a Master EIR, or a Focused EIR.

11.20 "Emergency" means a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, landslide or other natural disaster, as well as such occurrences as riot, war, terrorist incident, accident or sabotage.

11.21 "Endangered, Rare or Threatened Species" means certain species or subspecies of animals or plants. A species or subspecies of animal or plant is "Endangered" when its survival and reproduction in the wild are in immediate jeopardy from one or more causes, including loss of habitat, change in habitat, overexploitation, predation, competition, disease, or other factors. A species or subspecies of animal or plant is "Threatened" when it is listed as a threatened species pursuant to the California Endangered Species Act or the Federal Endangered Species Act. A species or subspecies of animal or plant is "Rare" when either:

(1) Although not presently threatened with extinction, the species is existing in such small numbers throughout all or a significant portion of its range that it may become endangered if its environment worsens; or

(2) The species is likely to become endangered within the foreseeable future throughout all or a significant portion of its range and many be considered "threatened" as that term is used in the Federal Endangered Species Act.

For purposes of analyzing impacts to biological resources, a species of animal or plant shall be presumed to be endangered, rare or threatened if it is listed under the California Endangered Species Act or the Federal Endangered Species Act.

This definition shall not include any species of the Class Insecta which is a pest whose protection under the provisions of CEQA would present an overwhelming and overriding risk to man as determined by the Director of Food and Agriculture (with regard to economic pests) or the Director of Health Services (with regard to health risks).

11.22 "Environment" means the physical conditions which exist in the area which will be affected by a proposed project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. The area involved shall

be the area in which significant effects would occur either directly or indirectly as a result of the project. The "environment" includes both natural and man-made conditions.

11.23 "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors.

11.24 "Final EIR" means an EIR containing the information contained in the Draft EIR, comments either verbatim or in summary received in the review process, a list of persons commenting, and the response of the City to the comments received.

11.25 "Greenhouse Gases" include, but are not limited to, carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.

11.26 "Guidelines" or "Local Guidelines" means the City's Local Guidelines for implementing the California Environmental Quality Act.

11.27 "Highway" shall have the same meaning as defined in Section 360 of the Vehicle Code.

11.28 "Historical Resources" include:

Resources listed in, or eligible for listing in, the California Register of Historical Resources shall be considered historical resources.

A resource may be listed in the California Register if it meets any of the following National Register of Historic Places criteria:

(a) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
(b) Is associated with the lives of persons important in our past;
(c) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
(d) Has yielded, or may be likely to yield, information important in prehistory or history.

A resource may also be listed in the California Register if it is identified as significant in an historical resource survey that meets all of the following criteria:

(a) The survey has been or will be included in the State Historic Resources Inventory;
(b) The survey and the survey documentation were prepared in accordance with office procedures and requirements; and
(c) The resource is evaluated and determined by the office to have a significance rating of Category 1 to 5 on DPR Form 523.

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Resources included on a list of properties officially designated or recognized as historically significant by a local government pursuant to a local ordinance or resolution, or identified as significant in a historical resource survey (as described above) are presumed to be historically or culturally significant, unless a preponderance of evidence demonstrates that they are not historically or culturally significant.

Any of the following may be considered historically significant: any object, building, structure, site, area, place, record or manuscript which a Lead Agency determines, based upon substantial evidence in light of the whole record, to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military or cultural annals of California.

The Lead Agency is not precluded from determining that a resource is a historical resource, as defined in Public Resources Code sections 5020.1(j) or 5024.1, even if it is: (a) not listed in, or is not determined to be eligible for listing in, the California Register of Historical Resources; (b) not included in a local register of historical resources; or (c) not identified in a historical resources survey.

11.29 "Infill Site" means a site in an urbanized area that meets either of the following criteria:

(1) The site has been previously developed for qualified urban uses; or

(2) The site has not been previously developed for qualified urban uses and both (a) and (b) are met:

(a) the site is immediately adjacent to parcels that are developed with qualified urban uses, or
1. at least 75 percent of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with existing qualified urban uses at the time the Lead Agency receives an application for an approval; and
2. the remaining 25 percent of the perimeter of the site adjoins parcels that had been previously developed for qualified urban uses;

(b) No parcel within the site has been created within the past 10 years unless the parcel was created as a result of the plan of a redevelopment agency.

(Public Resources Code section 21061.3.)

11.30 "Initial Study" means a preliminary analysis conducted by the City to determine whether an EIR, a Negative Declaration, or a Mitigated Negative Declaration must be prepared or to identify the significant environmental effects to be analyzed in an EIR.

11.31 "Jurisdiction by Law" means the authority of any public agency to grant a permit or other entitlement for use, to provide funding for the project in question or to exercise authority over resources which may be affected by the project.

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The City will have jurisdiction by law over a project when the City has primary and exclusive jurisdiction over the site of the project, the area in which the major environmental effects will occur, or the area in which reside those citizens most directly concerned by any such environmental effects.

11.32 "Land Disposal Facility" means a hazardous waste facility where hazardous waste is disposed in, on, or under land. (Health and Safety Code section 25199.1(d).)

11.33 "Large Treatment Facility" means a treatment facility which treats or recycles one thousand (1,000) or more tons of hazardous waste during any one month of the current reporting period commencing on or after July 1, 1991. (Health and Safety Code section 25205.1(d).)

11.34 "LCI" refers to the Governor's Office of Land Use and Climate Innovation (formerly known as the Office of Planning and Research, or OPR).

11.35 "Lead Agency" means the public agency which has the principal responsibility for preparing environmental documents and for carrying out or approving a project when more than one public agency is involved with the same underlying activity.

11.36 "Low- and Moderate-Income Households" means persons and families of low or moderate income as defined in Section 50093 of the Health and Safety Code—i.e., persons and families whose income does not exceed 120% of area median income, adjusted for family size by the Department of Housing and Community Development, in accordance with adjustment factors adopted and amended from time to time by the United States Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937. (Public Resources Code section 21159.20(d); State CEQA Guidelines section 15191(f).)

11.37 "Low-Income Households" means households of persons and families of very low and low income. Low-income persons or families are those eligible for financial assistance from governmental agencies for occupants of state-funded housing. Very low income persons are those whose incomes do not exceed the qualifying limits for very low income families as established and amended pursuant to Section 8 of the United States Housing Act of 1937. Such limits are published and updated in the California Code of Regulations. (Public Resources Code section 21159.20(c); Health and Safety Code sections 50105 and 50106; State CEQA Guidelines section 15191(g).)

11.38 "Low-Level Flight Path" means any flight path for any aircraft owned, maintained, or under the jurisdiction of the United States Department of Defense that flies lower than 1,500 feet above ground level, as indicated in the United States Department of Defense Flight Information Publication, "Area Planning Military Training Routes: North and South America (AP/1B)" published by the United States National Imagery and Mapping Agency or its successor.

11.39 "Lower Income Households" is defined in Health and Safety Code section 50079.5 to mean any of the following:

(1) "Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937;

(2) "Very low income households" means persons and families whose incomes do not exceed the qualifying limits for very low income families as defined in Health and Safety Code 50105; or

(3) "Extremely low income households" means persons and families whose incomes do not exceed the qualifying limits for extremely low income families as defined in Health and Safety Code section 50106.

11.40 "Major Transit Stop" means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of twenty (20) minutes or less during the morning and afternoon peak commute periods. (State CEQA Guidelines section 15191(i).)

11.41 "Metropolitan Planning Organization" or "MPO" means a federally-designated agency that provides transportation planning and programming in metropolitan areas. A MPO is designated for each urban area that has been defined in the most recent federal census as having a population of more than 50,000 people. There are 18 federally-designated MPOs in California. Non-urbanized (rural) areas do not have a designated MPO.

11.42 "Military Impact Zone" means any area, including airspace, that meets both of the following criteria:

(1) Is located within two miles of a military installation, including, but not limited to, any base, military airport, camp, post, station, yard, center, homeport facility for a ship, or any other military activity center that is under the jurisdiction of the United States Department of Defense; and

(2) Covers greater than 500 acres of unincorporated land, or greater than 100 acres of city incorporated land.

11.43 "Military Service" means the United States Department of Defense or any branch of the United States Armed Forces.

11.44 "Ministerial" describes a governmental decision involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project. The public official merely applies the law to the facts as presented but uses no special discretion or standards or objective measurements, and the public official cannot use personal, subjective judgment in deciding whether or how the project should be carried out. Common examples of ministerial permits include automobile registrations, dog licenses, and marriage licenses. A building permit is ministerial if the ordinance requiring the permit limits the public official to determining whether the zoning allows the structure to be built in the requested location, the structure would meet the strength

requirements in the Uniform Building Code, and the applicant has paid his fee. (Public Resources Code section 21080(b)(1).)

11.45 "Mitigated Negative Declaration" or "MND" means a Negative Declaration prepared for a Project when the Initial Study has identified potentially significant effects on the environment, but: (1) revisions in the project plans or proposals made, or agreed to, by the applicant before the proposed Negative Declaration and Initial Study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.

11.46 "Mitigation" includes avoiding the environmental impact altogether by not taking a certain action or parts of an action, minimizing impacts by limiting the degree or magnitude of the action and its implementation, rectifying the impact by repairing, rehabilitating or restoring the impacted environment, reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action, or compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements.

11.47 "Negative Declaration" or "ND" means a written statement by the City briefly describing the reasons that a proposed project, not exempt from CEQA, will not have a significant effect on the environment and, therefore, does not require the preparation of an EIR.

11.48 "Notice of Completion" means a brief report filed with the Office of Land Use and Climate Innovation by the City when it is the Lead Agency as soon as it has completed a Draft EIR and is prepared to send out copies for review.

11.49 "Notice of Determination" means a brief notice to be filed by the City when it approves or determines to carry out a project which is subject to the requirements of CEQA.

11.50 "Notice of Exemption" means a brief notice which may be filed by the City when it has approved or determined to carry out a project, and it has determined that the project is exempt from the requirements of CEQA. Such a notice may also be filed by an applicant where such a determination has been made by a public agency which must approve the project.

11.51 "Notice of Preparation" means a brief notice sent by a Lead Agency to notify the Responsible Agencies, Trustee Agencies, the Office of Land Use and Climate Innovation, and involved federal agencies that the Lead Agency plans to prepare an EIR for a project. The purpose of this notice is to solicit guidance from those agencies as to the scope and content of the environmental information to be included in the EIR. Public agencies are free to develop their own formats for this notice.

11.52 "Oak" means a native tree species in the genus Quercus, not designated as Group A or Group B commercial species pursuant to regulations adopted by the State Board of

Forestry and Fire Protection pursuant to Public Resources Code section 4526, and that is five (5) inches or more in diameter at breast height. (Public Resources Code section 21083.4(a).)

11.53 "Oak Woodlands" means an oak stand with a greater than 10 percent canopy cover or that may have historically supported greater than 10 percent canopy cover. (Fish & Game Code section 1361(h).)

11.54 "Offsite Facility" means a facility that serves more than one generator of hazardous waste. (Public Resources Code section 21151.1(h).)

11.55 "Person" includes any person, firm, association, organization, partnership, business, trust, corporation, company, city, county, city and county, town, the state, and any of the agencies which may be political subdivisions of such entities, and, to the extent permitted by federal law, the United States, or any of its agencies or political subdivisions**.**

11.56 "Pipeline" as defined in these Local Guidelines depends on the context. Please see Local Guidelines Sections 3.10 and 3.11 for specific definitions.

11.57 "Private Project" means a project which will be carried out by a person other than a governmental agency, but which will need a discretionary approval from the City. Private projects will normally be those listed in subsections (2) and (3) of Local Guidelines Section 11.58.

11.58 "Project" means the whole of an action or activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment, and is any of the following:

(1) A discretionary activity directly undertaken by the City including but not limited to public works construction and related activities, clearing or grading of land, or improvements to existing public structures;

(2) A discretionary activity which involves a public agency's issuance to a person of a lease, permit, license, certificate, or other entitlement for use, or which is supported, in whole or in part, through contracts, grants, subsidies, loans or other forms of assistance by the City; or

(3) A discretionary project proposed to be carried out or approved by public agencies, including but not limited to the enactment and amendment of local General Plans or elements thereof, the enactment of zoning ordinances, the issuance of zoning variances, the issuance of conditional use permits and the approval of tentative subdivision maps.

The presence of any real degree of control over the manner in which a project is completed makes it a discretionary project.

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The term "project" refers to the activity which is being approved and which may be subject to several discretionary approvals by governmental agencies. The term "project" does not mean each separate governmental approval.

11.59 "Project-Specific Effects" means all the direct or indirect environmental effects of a project other than cumulative effects and growth-inducing effects. (Public Resources Code section 21065.3; State CEQA Guidelines section 15191(j).)

11.60 "Public Water System" means a system for the provision of piped water to the public for human consumption that has 3,000 or more service connections. A public water system includes all of the following: (A) Any collection, treatment, storage, and distribution facility under control of the operator of the system which is used primarily in connection with the system; (B) Any collection or pretreatment storage facility not under the control of the operator that is used primarily in connection with the system; (C) Any person who treats water on behalf of one or more public water systems for the purpose of rendering it safe for human consumption. (State CEQA Guidelines section 15155.)

11.61 "Qualified Urban Use" means any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses. (Public Resources Code section 21072; State CEQA Guidelines section 15191(k).)

11.62 "Residential" means a use consisting of either residential units only or residential units and primarily neighborhood-serving goods, services, or retail uses that do not exceed 15% of the total floor area of the project. (State CEQA Guidelines section 15191(l).) Residential, pursuant to Public Resources Code section 21159.24, shall mean a use consisting of either of the following:

(1) Residential units only.

(2) Residential units and primarily neighborhood-serving goods, services, or retail uses that do not exceed 25 percent of the total building square footage of the project.

11.63 "Responsible Agency" means a public agency which proposes to carry out or approve a project for which a Lead Agency has prepared the environmental documents. For the purposes of CEQA, the term "Responsible Agency" includes all federal, state, regional and local public agencies other than the Lead Agency which have discretionary approval power over the project.

11.64 "Riparian areas" mean those areas transitional between terrestrial and aquatic ecosystems and that are distinguished by gradients in biophysical conditions, ecological processes, and biota. A riparian area is an area through which surface and subsurface hydrology connect waterbodies with their adjacent uplands. A riparian area includes those portions of terrestrial ecosystems that significantly influence exchanges of energy and matter with aquatic ecosystems. A riparian area is adjacent to perennial, intermittent, and ephemeral streams, lakes, and estuarine-marine shorelines.

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11.65 "Roadway" means a roadway as defined pursuant to Section 530 of the Vehicle Code and the previously graded and maintained shoulder that is within a roadway right-of-way of no more than five feet from the edge of the roadway.

11.66 "Significant Effect" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the activity including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. A social or economic change related to a physical change may be considered in determining whether the physical change is significant.

11.67 "Significant Value as a Wildlife Habitat" includes wildlife habitat of national, statewide, regional, or local importance; habitat for species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531, et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code); habitat identified as candidate, fully protected, sensitive, or species of special status by local, state, or federal agencies; or habitat essential to the movement of resident or migratory wildlife.

11.68 "Special Use Airspace" means the land area underlying the airspace that is designated for training, research, development, or evaluation for a military service, as that land area is established by the United States Department of Defense Flight Information Publication, "Area Planning: Special Use Airspace: North and South America (AP/1A)" published by the United States National Imagery and Mapping Agency or its successor.

11.69 "Staff" means the General Manager or his or her designee**.**

11.70 "Standard" means a standard of general application that is all of the following:

(1) A quantitative, qualitative or performance requirement found in a statute, ordinance, resolution, rule, regulation, order, or other standard of general application;

(2) Adopted for the purpose of environmental protection;

(3) Adopted by a public agency through a public review process;

(4) Governs the same environmental effect which the change in the environment is impacting; and

(5) Governs the jurisdiction where the project is located.

The definition of "standard" includes any thresholds of significance adopted by the City which meet the requirements of this Section.

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If there is a conflict between standards, the City shall determine which standard is appropriate based upon substantial evidence in light of the whole record.

11.71 "State CEQA Guidelines" means the Guidelines for Implementation of the California Environmental Quality Act as adopted by the Secretary of the California Natural Resources Agency as they now exist or hereafter may be amended. (California Administrative Code, Title 14, Sections 15000, et seq.)

11.72 "Substantial Evidence" means reliable information on which a fair argument can be based to support an inference or conclusion, even though another conclusion could be drawn from that information. "Substantial evidence" includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. "Substantial evidence" does not include argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly inaccurate or erroneous, or evidence of social or economic impacts which do not contribute to, or are not caused by, physical impacts on the environment.

11.73 "Sustainable Communities Strategy" is an element of a Regional Transportation Plan, which must be adopted by the Metropolitan Planning Organization for the region. (See Local Guidelines Section 11.40.) The Sustainable Communities Strategy is an integrated land use and transportation plan intended to reduce greenhouse gases. The Sustainable Communities Strategy includes various components such as: consideration of existing densities and uses within the region, identification of areas within the region that can accommodate an eight-year projection of the region's housing needs, development of projections for growth in the region, identification of existing transportation networks, and preparation of a forecast for development pattern for the region that can be integrated with transportation networks.

11.74 "Tiering" means the coverage of general matters in broader EIRs (such as on general plans or policy statements) with subsequent narrower EIRs or ultimately site-specific EIRs incorporating by reference the general discussions and concentrating solely on the issues specific to the EIR subsequently prepared. Tiering is appropriate when the sequence of EIRs is:

(a) From a general plan, policy, or Program EIR to a program, plan, or policy EIR of lesser scope or to a site-specific EIR; or

(b) From an EIR on a specific action at an early stage to a subsequent EIR or a supplement to an EIR at a later stage. Tiering in such cases is appropriate when it helps the Lead Agency to focus on the issues which are ripe for decision and exclude from consideration issues already decided or not yet ripe.

(Public Resources Code sections 21003, 21061 and 21100.)

11.75 "Transit Priority Area" means an area within one-half mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the

planning horizon included in a Transportation Improvement Program adopted pursuant to Section 450.216 or 450.322 of Title 23 of the Code of Federal Regulations.

11.76 "Transit Priority Project" means a mixed use project that is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the California Air Resources Board has accepted a Metropolitan Planning Organization's determination that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets. Such a project may be exempt from CEQA if a detailed laundry list of requirements is met. To qualify for the exemption, the Transit Priority Project must:

(1) contain at least 50 percent residential use based on total building square footage;

(2) if the project contains between 26 percent and 50 percent non-residential uses, the floor-to-area ratio (FAR) must be at least 0.75;

(3) have a minimum net density of 20 dwelling units per acre;

(4) be located within a half mile of a major transit stop or high-quality transit corridor included in a regional transportation plan; and

(5) meet all the requirements of Public Resources Code section 21155.1.

11.77 "Transportation Facilities" includes major local arterials and public transit within five (5) miles of the project site, and freeways, highways, and rail transit service within ten (10) miles of the project site.

11.78 "Tribal Cultural Resources" are either of the following:

(1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:

(a) Included or determined to be eligible for inclusion in the California Register of Historical Resources.
(b) Included in a local register of historic resources as defined in subdivision (k) of Public Resources Code section 5020.1.

(2) A resource determined by the Lead Agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this definition, the Lead Agency shall consider the significance of the resource to a California Native American tribe.

A cultural landscape that meets the criteria set forth above is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.

A historic resource described in Public Resources Code section 21084.1, a unique archaeological resource as defined in subdivision (g) of Public Resources Code section 21083.2, or a "nonunique archaeological resource" as defined in subdivision (h) of Public Resources Code section 21083.2 may also be a tribal cultural resource if it conforms with the criteria of Tribal cultural resources.

11.79 "Trustee Agency" means a State agency having jurisdiction by law over natural resources affected by a project which are held in trust for the people of the State of California. Trustee Agencies may include, but are not limited to, the following:

(a) The California Department of Fish and Wildlife ("DFW") with regard to the fish and wildlife of the state, designated rare or endangered native plants, and game refuges, ecological reserves, and other areas administered by DFW;
(b) The State Lands Commission with regard to state owned "sovereign" lands such as the beds of navigable waters and state school lands;
(c) The State Department of Parks and Recreation with regard to units of the State Park System;
(d) The University of California with regard to sites within the Natural Land and Water Reserve System; and/or
(e) The State Water Resources Control Board with respect to surface waters.

11.80 "Urban Growth Boundary" means a provision of a locally adopted general plan that allows urban uses on one side of the boundary and prohibits urban uses on the other side of the boundary.

11.81 "Urbanized Area" means either of the following:

(1) An incorporated city that either by itself or in combination with two contiguous incorporated cities has a population of at least one hundred thousand (100,000) persons;

(2) An unincorporated area that meets both of the following requirements:

(a) The unincorporated area is either:
(i) completely surrounded by one or more incorporated cities, has a population of at least 100,000 persons either by itself or in combination with the surrounding incorporated city or cities, and has a population density that at least equals the population density of the surrounding city or cities; or
(ii) located within an urban growth boundary and has an existing residential population of at least five thousand (5,000) persons per square mile. An "urban growth boundary" means a

provision of a locally adopted general plan that allows urban uses on one side of the boundary and prohibits urban uses on the other side.

(b) The board of supervisors with jurisdiction over the unincorporated area has taken all three of the following steps:

1. Prepared a draft document by which the board would find that the general plan, zoning ordinance, and related policies and programs applicable to the unincorporated area are consistent with principles that encourage compact development in a manner that promotes efficient transportation systems, economic growth, affordable housing, energy efficiency, and an appropriate balance of jobs and housing, and protects the environment, open space and agricultural areas;
2. Submitted the draft document to the Office of Land Use and Climate Innovation and allowed LCI thirty (30) days to submit comments on the draft finding to the board; and
3. At least thirty (30) days after submitting the draft document to the Office of Land Use and Climate Innovation, the board has adopted a final finding in substantial conformity with the draft finding described in the draft document.

(Public Resources Code sections 21083, 21159.20-21159.24; State CEQA Guidelines section 15191(m).)

11.82 "Water Acquisition Plans" means any plans for acquiring additional water supplies prepared by the public water system or a city or county Lead Agency pursuant to subdivision (a) of section 10911 of the Water Code.

11.83 "Water Assessment" or "Water Supply Assessment" means the water supply assessment that must be prepared by the governing body of a public water system, or a city or county, pursuant to and in compliance with sections 10910 to 10915 of the Water Code, and that includes, without limitation, the elements of the assessment required to comply with subdivisions (d), (e), (f), and (g) of section 10910 of the Water Code.

11.84 "Water Demand Project" means any one of the following:

(A) A residential development of more than 500 dwelling units;

(B) A shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space;

(C) A commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space;

(D) A hotel or motel, or both, having more than 500 rooms;

(E) An industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area;

Except, a proposed photovoltaic or wind energy generation facility approved on or after October 8, 2011, is not a Water Demand Project if the facility would demand no more than 75 acre-feet of water annually.

(F) A mixed-use project that includes one or more of the projects specified in subdivisions (A); (B), (C), (D), (E), or (G) of this section;

(G) A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project; or

(H) For public water systems with fewer than 5,000 service connections, a project that meets the following criteria:

(1) A proposed residential, business, commercial, hotel or motel, or industrial development that would account for an increase of 10 percent or more in the number of a public water system's existing service connections; or

(2) A mixed-use project that would demand an amount of water equivalent to, or greater than, the amount of water required by residential development that would represent an increase of 10 percent or more in the number of the public water system's existing service connections.

(State CEQA Guidelines section 15155.)

11.85 "Waterway" means a bay, estuary, lake, pond, river, slough, or a perennial, intermittent, or ephemeral stream, lake, or estuarine-marine shoreline.

11.86 "Wetlands" has the same meaning as that term is construed in the regulations issued by the United States Army Corps of Engineers pursuant to the Clean Water Act. Thus, "wetlands" means areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. (Public Resources Code section 21159.21(d), incorporating Title 33, Code of Federal Regulations, Section 328.3.)

11.87 "Wildlife Habitat" means the ecological communities upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection. (Public Resources Code section 21159.21.)

11.88 "Zoning Approval" means any enactment, amendment, or appeal of a zoning ordinance; granting of a conditional use permit or variance; or any other form of land

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use, subdivision, tract, or development approval required from the city or county having jurisdiction to permit the particular use of the property.

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12. FORMS

See forms A – S which accompany these Guidelines.

13. COMMON ACRONYMS

A. **********

ADEIR – Administrative Draft Environmental Impact Report
AQMD – Air Quality Management District
AQMP – Air Quality Management Plan
AR – Administrative Record
ARB – Air Resources Board

B. **********

BMP – Best Management Practices
BO – Biological Opinion

C. **********

Cal EPA – California Environmental Protection Agency
CAP – Climate Action Plan
CCAA – California Clean Air Act
CCR – California Code of Regulations (Title 14 Sections 15000 et seq. are also known as the State CEQA Guidelines.)
CE – Categorical Exclusion (NEPA)
CESA – California Endangered Species Act
CEQA – California Environmental Quality Act
CFR – Code of Federal Regulations
CMP – Congestion Management Plan
CRWQCB – California Regional Water Quality Control Board

D. **********

DEIR – Draft Environmental Impact Report
DFW – Department of Fish and Wildlife

E. **********

EA – Environmental Assessment (NEPA term)
EIR – Environmental Impact Report
EIS – Environmental Impact Statement (NEPA term)
EPA – Environmental Protection Agency
ESA – Endangered Species Act; Environmental Site Assessment

F. **********

FCAA – Federal Clean Air Act
FEIR – Final Environmental Impact Report
FOIA – Freedom of Information Act (Federal)
FONSI – Finding of No Significant Impact (NEPA term)
FWS – Fish and Wildlife Service

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G. **********

GHG – Greenhouse Gas
GW – Ground Water

H. **********

HH&E – Human Health and Environment
HRA – Health Risk Assessment
HS – Hazardous Substance

I. **********

IS – Initial Study

J. **********

K. **********

L. **********

LADD – Lifetime Average Daily Dose; Lowest Acceptable Daily Dose
LCI – Office of Land Use and Climate Innovation, (formerly Office of Planning and Research or OPR)
LEA – Local Enforcement Agency
LESA – Land Evaluation and Site Assessment
LUFT – Leaking Underground Fuel Tank
LUST – Leaking Underground Storage Tanks. Reference Part 213 of Public Act 451 of 1994.

M. **********

MEIR – Master Environmental Impact Report
MMRP – Mitigation Monitoring and Reporting Plan
MPO – Metropolitan Planning Organization
MND – Mitigated Negative Declaration

N. **********

ND – Negative Declaration
NEPA – National Environmental Policy Act
NOA – Notice of Availability
NOC – Notice of Completion
NOD – Notice of Determination
NOE – Notice of Exemption
NOI – Notice of Intent
NOP – Notice of Preparation
NOV – Notice of Violation

O. **********

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P. **********

PEIR – Program Environmental Impact Report. Sometimes also used to describe a Project Environmental Impact Report
PM – Particulate Matter
PRA – Public Records Act
PSA – Permit Streamlining Act

Q. **********

R. **********

RCRA – Resource Conservation and Recovery Act (1976) Governs definition, handling, and disposal of hazardous waste.

S. **********

SCH – State Clearinghouse
SEIR – Supplemental or Subsequent Environmental Impact Report
SMARA – Surface Mining and Reclamation Act
SWMP – Stormwater Monitoring Program
SWPPP – Stormwater Pollution Prevention Program

T. **********

TCM – Transportation Control Measure
TCP – Transportation Control Plan
TDS – Total Dissolved Solids
TMP – Transportation Management Plan
Title V – refers to Title V of the Clean Air Act related to ambient air quality provisions
TLV – Threshold Limit Value

U. **********

UBC – Uniform Building Code
UFC – Uniform Fire Code
UGST – Underground Storage Tank
USDW – Underground Source of Drinking Water
UWMP – Urban Water Management Plan

V. **********

VOC – Volatile Organic Compounds (Health & Safety Code, Section 25123.6.)
VOS – Vehicle Operating Survey

W. **********

WQS – Water Quality Standard
WSA – Water Supply Assessment
WTP – Water Treatment Plant. A facility designed to provide treatment to water.
WWTP – Wastewater Treatment Plan

X. **********

Y. **********

Z. **********

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Douglas J Sorel Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: AN ORDINANCE AMENDING CHAPTER 25 OF TITLE 5 OF THE ONTARIO MUNICIPAL CODE RELATED TO SHOPPING CARTS

RECOMMENDATION: That the City Council adopt an Ordinance amending multiple sections of Chapter 25 of Title 5 of the Ontario Municipal Code revising existing shopping cart regulations and providing for more effective management of shopping carts within the City.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: If adopted, this Ordinance is expected to reduce expenditures related to the collection of abandoned and unmarked shopping carts throughout the City.

BACKGROUND & ANALYSIS: On May 6, 2025, the City Council introduced and waived further reading of an Ordinance approving an amendment to Chapter 25 of Title 5 of the Ontario Municipal Code related to the regulation of shopping carts. This chapter of the Ontario Municipal Code mandates that businesses offering shopping carts for customer use must submit a plan to prevent customers from taking carts off their premises, in order to minimize public nuisances, hazards, and the blighting effects of abandoned carts. Alternatively, businesses can qualify for an exemption under this chapter. From March 2024 to February 2025, more than 1,300 abandoned shopping carts were found throughout the City. The proposed Amendment would set new requirements for businesses offering shopping carts, including the following: (1) submission of a detailed abatement plan within 60 days of adopting the Ordinance, applying for an initial business license, or renewing a license; (2) mandatory implementation of an annual training program for both new and existing employees, focusing on the prevention of abandoned carts and covering preventative measures such as physical devices, mechanisms, or management practices; and (3) revision of the exemption provision to allow owners to request an annual exemption from specific requirements by contracting with an approved retrieval service, with potential denial based on factors like unsatisfactory service, a history of violations, or incomplete information.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING MULTIPLE SECTIONS OF CHAPTER 25 OF TITLE 5, OF THE ONTARIO MUNICIPAL CODE TO REVISE EXISTING SHOPPING CART REGULATIONS AND PROVIDE FOR MORE EFFECTIVE MANAGEMENT AND CONTROL PRACTICES FOR SHOPPING CARTS WITHIN THE CITY.

WHEREAS, the City of Ontario, California ("City") is a general law city, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

WHEREAS, the City finds it necessary to amend Sections 5-25.01 through 5-25.06 of the Ontario Municipal Code ("OMC") to revise the existing shopping cart regulations; and

WHEREAS, the purpose of these amendments are to implement more effective management and control practices for shopping carts in the City and to provide clarity regarding the requirements, timeline and approval process for the City's abandoned cart prevention plan requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. Municipal Code Amendments. Sections 5-25.01 through 5.25.06 of the OMC are hereby amended as shown in Exhibit A, which is attached hereto and incorporated herein by this reference.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision,

paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 303 E B Street, Ontario, CA 91764. The custodian of these records is the City Clerk.

SECTION 6. Effective Date. This Ordinance shall be effective thirty (30) days following its adoption.

SECTION 7. Publication. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20th day of May 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held May 6, 2025 and adopted at the regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

(Deletions are presented with a ~~strikethrough~~, Additions are presented with an underline)

Sec. 5-25.01. Findings, purpose and applicability.

Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City of Ontario. The accumulation of wrecked, dismantled, and abandoned shopping carts on public or private property also tends to create conditions that reduce property values, promoting blight and deterioration in the City. The purpose of this chapter is to provide regulations pertaining to abandoned shopping carts, unmarked shopping carts, and to provide a requirement for a mandatory plan to prevent cart removal. This chapter is not intended to duplicate State law or regulate any matters pertaining to shopping carts which are the subject of State law. To the extent any provision of this chapter is determined to be preempted by State law, it shall be deemed severed from all other provisions of this chapter and such other provisions shall remain in full force and effect.

The provisions of this chapter are applicable to any business entity that provides shopping carts for customer use.

(§ 1, Ord. 2759, eff. August 15, 2002)

Sec. 5-25.02. Definitions.

(a) “Abandoned cart” shall mean any cart that has been removed without written permission of the owner, or on-duty manager from the premises of the business establishment, regardless of whether it has been left on either private or public property. This provision shall not apply to carts that are removed for the purpose of repair or maintenance.

(b) “Cart” shall mean a basket that is mounted on wheels or similar devise provided by a business establishment for use by a customer for the purpose of transporting goods of any kind, including, but not limited to, grocery store shopping carts.

(c) “Owner” shall mean any person or entity, who in connection with the conduct of a business, owns, possesses, or makes any cart available to customers or the public. For the purposes of this chapter, “owner” shall also include the owner's on-site or designated agent or retailer that provides the carts for use by its customers.

(d) “Premises” shall mean the entire area owned and utilized by the business establishment that provides carts for use by customers, including any parking lot or other property provided by the owner for customer parking.

(e) “Unmarked cart” shall mean any cart as defined by this chapter that is not identified and marked pursuant to Cal. Bus. & Prof. Code § 22435.1.

(f) “Director” shall mean the City’s Community Improvement Director or other employee designated by the City Manager to enforce or carry out the provisions of this chapter.

(§ 1, Ord. 2759, eff. August 15, 2002)

Sec. 5-25.03. Exemption.

(a) Request for Exemption. An owner may submit a request to the Director for an exemption from the requirements of sections 5-25.05 through 5-25.07 of this code. Owners seeking to obtain or renew an exemption under this section shall apply to the Director on an annual basis.

(b) Eligibility. Any owner that enters into a ~~agrees to enter into a~~ contract with a ~~City-designated~~ retrieval service to provide for the retrieval of abandoned carts, ~~or,~~ individually or as part of a consortium of businesses, ~~enters into a retrieval contract with a retrieval service~~ that is satisfactory to the City.~~, shall be exempt from §§ 5-25.05 through 5-25.07~~

(c) Grounds for denial. A request for an exemption under this section may be denied on the following grounds:

(1) The proposed retrieval service or contract is deemed unsatisfactory by the City.

(2) Within the twelve (12) month period immediately preceding the date of the request, the City has provided the owner with written notification on three (3) or more separate occasions of the location of an abandoned cart identified as belonging to the owner.

(3) The owner fails to provide all information required by the City.

(d) Obligation to Submit Abandoned Cart Prevention Plan Following Exemption Denial. Any owner whose request for an exemption, pursuant to this section, is denied by the City shall, within sixty (60) days of the date of the denial notification, submit an abandoned cart prevention plan to the Director pursuant to Section 5-25.05 of this code.

(e) Timing of Subsequent Exemption Requests. An owner may reapply for an exemption under this Chapter no sooner than the later of:

(1) One (1) year from the date of approval of a prior exemption, or

(2) One (1) year from the date upon which the Director approves an abandoned cart prevention plan submitted by the owner in accordance with Section 5-25.05 of this code.

(f) Transfer for Ownership. Any exemption granted hereunder shall become null and void upon any transfer of ownership of the subject business.

Sec. 5-25.04. Mandatory plan to prevent cart removal.

Every owner shall develop and implement a specific plan to prevent customers from removing carts from the business premises. The plan must include the following elements:

(a) Required signs on carts. Every cart owned or provided by any business establishment in the City must have a sign permanently affixed to it that contains all of the following information:

(1) Identifies the owner of the cart or the name of the business establishment, or both;

(2) Notifies the public of the procedure to be utilized for authorized removal of the cart from the business premises;

(3) Notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized possession of the cart, is a violation of State law; and

(4) Lists a valid telephone number to contact to report the location of the abandoned cart or lists an address for returning the cart to the owner or business establishment.

(b) Required signs on property. Signs shall be placed in pertinent places near door exits and near parking lot exists that notify customers that cart removal is prohibited and constitutes a violation of State and local law.

(c) Physical measures. Specific physical measures ~~may be required~~ to prevent cart removal from the business premises. These measures may include disabling devices on all carts, posting of a security guard to deter and stop customers who attempt to remove carts from the premises, bollards and chains around business premises to prevent cart removal, security deposits required for the use of all carts, or the rental or sale of carts that can be temporarily or permanently used for transport of purchases.

(d) Employee Training. The owner shall establish an annual employee training program to educate new and existing employees on the prevention measures specified in the abandoned cart prevention plan submitted to the City. The owner must provide the City with details outlining the training program.

(§ 1, Ord. 2759, eff. August 15, 2002)

Sec. 5-25.05. Abandoned cart prevention plan timeline and approval process.

~~The proposed plan for preventing cart removal shall be submitted for approval by the City within sixty (60) days after adoption of this chapter and each time the plan is proposed to be amended. If a new plan is submitted, the proposed measures shall be~~

~~implemented by no later than thirty (30) days after City approval is given. The prevention measures shall be continued until and unless the City indicated that measure(s) needs to be modified. Unless otherwise agreed, any modifications to the plan imposed by the City shall be implemented within thirty (30) days after the City notifies the retailer of the needed modifications.~~

(a) An abandoned cart prevention plan shall be submitted to the Director for approval within sixty (60) days of the adoption of this Chapter, or within sixty (60) days prior to the owner's initial application for a business license or renewal application for a business license under Title 3, Chapter 1 of this code; or within sixty (60) days following a denial for a request for an exemption pursuant to Section 5-25.03 of this code.

(b) The Director may require modifications to an abandoned cart prevention plan based on any of the following grounds:

1. Implementation of the plan would violate one or more of the provisions of this code.
2. The plan fails to include the information required by this Chapter.
3. The plan is insufficient or inadequate to prevent the unauthorized removal of carts from the business establishment.
4. The plan fails to address any special or unique conditions to the geographical location of the business establishment as such conditions relate to unauthorized cart removal prevention.

(c) The abandoned cart prevention plan shall be implemented within thirty (30) days of Director approval and shall remain in effect until such time as:

1. The owner submits a renewed prevention plan with a business license renewal application under Title 3, Chapter 1 of this code, and that renewed prevention plan is approved by the Director; or
2. The owner requests an exemption under Section 5-25.03 of this code and such request is approved by the Director.

(d) Any modifications required by the Director to an abandoned cart prevention plan must be implemented within thirty (30) days of notification to the owner.

(§ 1, Ord. 2759, eff. August 15, 2002)

Sec. 5-25.06. Penalties for failing to submit an abandoned cart prevention plan.

Any owner that fails to submit a proposed abandoned cart prevention plan to the City, implement the approved plan measures, or make any required modifications to the plan within the time frames specified in this chapter shall be subject to a One Thousand Dollar ($1,000) civil penalty, plus an additional penalty for Fifty Dollars ($50) for each day of noncompliance.

(§ 1, Ord. 2759, eff. August 15, 2002)

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Elly Antuna Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: RECOGNITION OF HISTORIC PRESERVATION MONTH IN THE CITY OF ONTARIO

RECOMMENDATION: That the City Council proclaim the month of May 2025 as Historic Preservation Month in the City of Ontario.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: Since 1971, the National Trust for Historic Preservation has conducted nationwide campaigns to celebrate historical places and showcase preservation activities. In 2005, the National Trust began designating the month of May as Historic Preservation Month. The goals of Historic Preservation Month are to promote historical places for the purpose of instilling national and community pride, promoting heritage tourism, and showcasing the social and economic benefits of historic preservation. This year, the City is celebrating Historic Preservation Month by continuing the "Model Colony" Awards program and presentation. 2025 marks the twenty-fifth year that the City will conduct the Model Colony Awards program to recognize achievements in historic preservation.

This year's theme for Historic Preservation Month and the Model Colony Awards is "People Saving Places." The theme will shine a spotlight on the work of saving places—in big and small ways. The theme will emphasize the importance of the collective effort of property owners, architects, developers, and decision makers in preserving buildings, neighborhoods and stories that are significant to the community. In keeping with this year's theme and milestone anniversary, video interviews with several Model Colony Award alumni will be shared on the City's social media channels. Additionally, a brochure highlighting past and current award winners and Historic Preservation program milestones will be produced. The awards ceremony will be conducted at a City Council meeting in June.

PROCLAMATION

WHEREAS, *"People Saving Places"* is the theme for Historic Preservation Month 2025, sponsored by the City of Ontario; and

WHEREAS, the City's character and history are reflected in its cultural, historical, and architectural heritage with an emphasis on the "Model Colony" as declared by an Act of the Congress of the United States in 1903 and presented at the St. Louis World's Fair in 1904; and

WHEREAS, the City's historical foundation should be preserved and promoted in order to foster an understanding of the City's past, and provide future generations the opportunity to appreciate, enjoy, and understand Ontario's rich heritage; and

WHEREAS, historic preservation is an effective tool for managing smart growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, historic preservation provides an opportunity for the citizens of Ontario to be involved in the community and participate in the revitalization of the City; and

WHEREAS, HISTORIC PRESERVATION MONTH provides an opportunity to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, May 2025, has been proclaimed HISTORIC PRESERVATION MONTH in the United States; and

NOW, THEREFORE, the City of Ontario, its City Council and staff members do declare the month of May 2025 as

HISTORIC PRESERVATION MONTH

Given this 20th day of May, 2025, by the Ontario City Council

Paul S. Leon, Mayor
Alan D. Wapner, Mayor Pro Tem
Jim W. Bowman
Debra Porada
Daisy Macias
Council Members

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: A GOODS AND SERVICES AGREEMENT WITH MARK CHRISTOPHER CHEVROLET, INC. FOR GMC AND CHEVROLET OEM PARTS AND REPAIRS

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Mark Christopher Chevrolet Inc., of Ontario, California, for the purchase of General Motors Truck Company (GMC) and Chevrolet Original Equipment Manufacturer (OEM) parts and repair services for a total contract amount not-to-exceed $500,000 for up to five (5) years.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The recommended contract award to Mark Christopher Chevrolet, Inc. is for a total not-to-exceed contract amount of $300,000 over a three-year term. Two (2) one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $100,000 per year for a total not-to-exceed contract amount of $500,000 over the five-year term. The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Equipment Services Fund for the purchase of GMC and Chevrolet OEM parts and services.

BACKGROUND & ANALYSIS: The City routinely performs maintenance and repairs on over 700 vehicles and pieces of equipment to keep them safe and operational. The Fleet Services Department relies on its vendors to provide assistance in providing parts and repairs to increase vehicle availability.

On March 28, 2025, the City solicited proposals for Invitation No. 1905 for GMC/Chevrolet OEM Parts and Repairs. The following two (2) vendors responded:

Vendor	Location	Amount
Mark Christopher Auto Center	Ontario, CA	$5,750
Onsite Truck Repair Services	Fontana, CA	$5,860

The criteria used to assess the proposals included the cost of parts, repairs, and hourly labor rates, credentials, and product availability. Staff recommends awarding a Goods and Services Agreement to Mark Christopher Chevrolet, Inc. since they possess the knowledge, qualifications, and experience required to meet the needs of the City and provided the lowest pricing for all the required criteria.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Mark Christopher Chevrolet, Inc**., a **Sole Proprietorship** with its principal place of business at **2131 E. Convention Center Way., Ontario, CA 91764** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **GMC/Chevrolet OEM Parts and Repairs Maintenance Services** ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **July 1, 2025,** to **June 30, 2028**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Thousand Dollars ($300,000**) without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates **Manuel Rebolledo, Fleet Services Superintendent**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates **Doug Reeves or Jeff Rizzi**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* **$2,000,000 MINIMUM**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* **$2,000,000 MINIMUM**; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **$1,000,000 MINIMUM**; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Manufacturer of Goods. If Vendor is also the manufacturer of any equipment included in the Goods, Vendor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

6.2.4 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.5 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on

a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other

additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. **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, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. 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 Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. 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.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Vendor caused delay and shall not be compensable by the City. Vendor 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 Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor: Mark Christopher Chevrolet, Inc.
2131 East Convention Center Way Ontario, CA 91764
Attn: Doug Reeves - Parts Manager

City: City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Manuel Rebolledo – Fleet Services Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

12.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor 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 Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

12.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND MARK CHRISTOPHER CHEVROLET, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO	**MARK CHRISTOPHER CHEVROLET, INC.**
Approved By:	
_____	By: _____
Scott Ochoa City Manager	Its: _____
Approved as to Form:	Printed Name: _____
_____	By: _____
Best Best & Krieger LLP City Attorney	Its: _____
	Printed Name: _____
Attested By:	
_____	
Assistant City Clerk	

EXHIBIT A

SCOPE OF SERVICES

Mark Christopher Auto Center is a General Motors franchised dealer. We carry all G.M. car lines Chevrolet, Cadillac and Buick/GMC. Mark Christopher auto Center has a fully equipped service facility with 35 certified G.M trained technicians and 17 parts counter people to serve your needs. Our parts department has an inventory of 4 million dollars which means we usually have the parts you need in stock or we can order it and have it the next day in most instances.

Mark Christopher Auto Center will provide genuine General Motors OEM parts for a variety of GMC and

. Light-duty, medium-duty and heavy-duty vehicles.

. Specialty equipment

. Ensure parts availability and maintain an inventory of frequently used items.

. Provide a parts catalog or online portal for ordering.

. Offer competitive pricing and discounts.

. Perform authorized repairs and maintenance on city fleet vehicles and equipment.

. Utilize only OEM parts and manufacturer recommended procedures for all repairs.

. Ensure all work is conducted by certified technicians with experience in servicing fleet vehicles.

. Provide a detailed inspection report for each repair, including parts used and labor performed.

. Adhere to manufacture warranty policies and provide warranty support on installed parts.

Mark Christopher Auto Center may provide pickup and delivery services for vehicles that require repairs at our location, for a fee.

. We offer same day or next day delivery of parts to the Fleet Services Department (2 times daily in most
cases).
. We will maintain a designated point of contact for coordinating pickups and deliveries.

Mark Christopher Auto Center will maintain a quick turnaround time for repairs and parts delivery.

. Provide emergency repair services when required.

. Ensure customer support availability during Fleet Services Department working hours.

. We will comply with all federal, state, and local regulations regarding vehicle maintenance and repair.

. Maintain industry certifications (General Motors Training)

. Ensure proper disposal of hazardous materials in compliance with environmental regulations.
. We will provide detailed invoices with a breakdown of parts, labor and any additional cost.

. Maintain service records for all work performed.

COMPANY INFORMATION:

a. Mark Christopher Chevrolet INC

   DBA: Mark Christopher Auto Center

   2131 E. Convention Center Way

   Ontario, California 91764

b. Delaware Corporation Incorporated in 1968
c. Contact person for this proposal:

   Doug Reeves
   Parts Manager
   2131 E. Convention Center Way
   Ontario, Ca 91764
   909-390-2900 (EXT) 3910
   909-975-3910 Direct

d. City of Ontario Business License Number 12407863
e. Point of contact for service issues.
   Jeff Rizzi Service Director 909-975-3932 or 909-3786-6488(cell)
f. Point of contact parts issues.
   Doug Reeves ,Parts Manager 909-975-3910 or 909-559-8028(cell)
   Elias Gonzalez, Wholesale Parts Manager 909-975-3926 or 951-333-9172

EXHIBIT B

SCHEDULE OF SERVICES

DELIVERIES

All deliveries shall be made within 24-72 hours after receipt of order (ARO) and are to be made F.O.B. destination with a priced delivery invoice; option delivered with a packing/delivery slip and the invoice emailed within 24 hours of delivery (as determined by the city some special-order items may be exemption from the delivery time frame).
delivery hours are Monday through Friday 7:00 a.m. and 3:30 p.m.
delivery locations:

Delivery Location

Site Name	Address
Fleet Services	**1425 S. Bon View Ave., Ontario CA, 91761**

EXHIBIT C

COMPENSATION

NTE AMOUNT OF $300,000

Bid Sheet – GMC/CHEVROLET OEM Parts

City of Ontario Fleet Services Department

Part Number	Part Description	Est. Qty Per Year	Cost Each ($)	Total Cost ($)
PF63	Oil Filter	68	7.01	476.68
PF48	Oil Filter	30	6.45	193.50
11609271	Disk Brake Screw	13	7.20	93.60
87839222	Brake Rotor	10	244.88	2748.80
23144341	Brake Rotor	10	134.21	1342.10
9596070	Lug Nuts	6	8.90	53.40
12135194	Relay	6	95.29	571.74
Percent Discount of Parts not Listed cost + 25 %				
TOTAL				$5479.82

Compensation

Description	Unit of Measure	Unit Price
Option A: GMC/CHEVROLET OEM Parts and Repairs with Pick-Up and delivery of vehicles		
Hourly Labor Rate	Hours	$
Parts and Materials Mark Up %	Each	
Option B: GMC/CHEVROLET OEM OEM Parts and Repairs without Pick-Up and delivery of vehicles		
Hourly Labor Rate	Hours	$220.00
Parts and Materials Mark Up %	Each	25%
Vehicle Pick Up Charge	Each	$25.00
Vehicle Delivery Charge	Each	$25.00

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Courtney Jones Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: PROFESSIONAL SERVICES AGREEMENTS WITH ALBERT A. WEBB ASSOCIATES AND PLACEWORKS INC. FOR ON-CALL WATER SUPPLY ASSESSMENT SERVICES

RECOMMENDATION: That the City Council authorize the City Manager, or designee, to execute Professional Services Agreements with Albert A. Webb Associates, of Riverside, California, and PlaceWorks Inc., of Santa Ana, California for technical services pertaining to Water Supply Assessments in the amount of $250,000 per consultant for a total not-to-exceed contract amount of $500,000 within the term of three (3) years from June 16, 2025 through June 16, 2028, with the option to extend the agreements for up to two (2) additional one (1) year terms consistent with City Council approved budgets.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Operate in a Businesslike Manner

FISCAL IMPACT: If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed in the Water Operating Funds for these services. The proposed consultants have agreed to fixed billing rates set forth in their respective agreements on an on-call, as needed basis for the first three years, and will have an option to negotiate for hourly rate increases not to exceed 5% per year for the additional years. At the City's discretion, up to two additional one-year extensions may be executed. Water Supply Assessments (WSAs) and Written Verifications (WVs) are prepared for the City for development projects and the costs paid to the proposed Consultants are reimbursed by the respective development applicants. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City receives proposed development projects for review each year. Each project is evaluated to determine if a WSA or WV is required per California Water Code Section 10910. The WSAs and WVs assess whether a project's projected water demand will be satisfied by the City's total projected water supplies available during normal, single dry, and

multiple dry water years over a 20-year projection period, also considering the City's existing and planned future uses.

In order to facilitate the workload associated with these projects in a cost-effective manner, Staff identified the need to establish on-call professional services with consultants. On February 17, 2025, Staff solicited a Request for Proposals (RFPs) on PlanetBids for professional services for the WSAs and WVs and received several proposals by March 19, 2025. Staff recommends approval and award of Professional Services Agreements with Albert A. Webb Associates and PlaceWorks Inc., based on their broad range of expertise, previous work experience with the City, and ability to perform the tasks in a timely manner. Contracting with these two consultants will be cost-effective and ensure sufficient resources are available for projects as they arise. The execution of these agreements does not guarantee any payment or assignment to either consultant.

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JIM W. BOWMAN
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COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Albert A. Webb Associates**, a **Corporation**, with its principal place of business at **3788 McCray Street, Riverside, California, 92506** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Water Supply Assessment and Written Verification preparation** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **Water Supply Assessment and Written Verification On-Call Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering and planning** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 16, 2025** to **June 16, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two (2)** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Fifty Thousand Dollars ($250,000**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.2.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Bruce Davis, Principal in Charge; Autumn DeWoody, Project Manager; Sam Gershon, Technical Advisor; and Julia Archibeque, Project Support**.

3.3.5 City's Representative. The City hereby designates **Alexis Mascarinas, Associate Engineer**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Autumn DeWoody, Project Manager**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Performance Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such

Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Consultant shall also comply with all relevant provisions of City's Minority Business

Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a

thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance 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 include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to 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.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such

cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. 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 authorized to transact 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.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum 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.

3.3.11.11 Additional Insurance Provisions

(A) 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.

(B) 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.

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

(D) 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.

(E) 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.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. 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. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant 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 DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 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, to the extent 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 reasonable attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees,

agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (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.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506

ATTN: Autumn DeWoody

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: City Clerk

With Copy To: City of Ontario
1425 S. Bon View Ave.
Ontario, CA 91764
ATTN: Alexis Mascarinas

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, unless otherwise required by law. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. 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. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 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. 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ALBERT A. WEBB ASSOCIATES

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

ALBERT A. WEBB ASSOCIATES

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

PROPOSED SCOPE OF SERVICES

On-Call Services for Water Supply Assessments and Written Verifications

The determination of a need for a Water Supply Assessment (WSA) or Written Verification (WV) will be completed by the City. The City may request an opinion from consultants regarding the need for a WSA or WV. The City Project Manager will notify the Consultant of a project and a request for scope, fee, and any necessary documents. The City may or may not seek a scope and fee from multiple consultants, regardless of the number of consultants on the on-call list.

The project will be required to be completed within 90 days of determining a WSA or WV is required. The Consultant will also provide support to the City in creating and/or maintaining a tracking document showing the completed Water Supply Assessments and Written Verifications as well as water supply over time.

Water Supply Assessment

The Water Supply Assessment (WSA) shall address whether the water supplier's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand of the proposed Project, in addition to the water supplier's existing and planned future uses, including agricultural and manufacturing uses. If the water demand for the proposed project was accounted for in the most recently adopted UWMP, information from the UWMP related to the projected water demand for the project may also be used.

The law (Water Code Section 10910(c)(2)) states that if the projected water demand associated with the proposed Project was accounted for in the most recently adopted UWMP, the water supplier may incorporate the requested information from the UWMP in preparing the assessment. Water Code Section 10631 clearly specifies the data necessary to document the existing and projected future water demand during a 20-year projection. In addition, the Water Code requires that the projected demands be presented in 5-year increments for the 20-year projection.

If the water demand for the proposed project was not accounted for in the most recently adopted UWMP, the WSA must include a discussion of whether the total projected water supplies determined to be available for the Project during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed Project, in addition to the water supplier's existing and planned future uses, including agricultural and manufacturing uses.

Supplies from all sources, including wholesaler supplies, require documentation. This documentation includes identifying and quantifying water rights, contracts, and/or entitlements to the supply; associated capital outlay programs; federal, State and local permits for constructing infrastructure for conveying the supply; and any necessary regulatory approvals required for conveyance.

The WSA shall include:

- An identification of any existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project, and a description of the quantities of water received in prior years by the public water system (the City of Ontario) under the existing water supply entitlements, water rights, or water service contracts.

- An identification of existing water supply entitlements, water rights, or water service contracts held by the public water system shall be demonstrated by providing information related to all of the following:

    - Written contracts or other proof of entitlement to an identified water supply;

    - Copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system;

    - Federal, State, and local permits for construction of necessary infrastructure associated with delivering the water supply; and

    - Any necessary regulatory approvals that are required to be able to convey or deliver the water supply.

If the water sources that will serve the Project include groundwater, specific groundwater information must be included in the assessment. The Water Code (Section 10631) adds a further requirement: "A detailed description and analysis of the location, amount, and sufficiency of groundwater that is projected to be pumped by the urban water supplier." In addition, a parallel reference to the "sufficiency analysis" is also found in Water Code Section 10910(f)(5): "An analysis of the sufficiency of the groundwater from the basin...to meet the projected water demand associated with the proposed project."

The WSA will compare current and projected supply and demand for normal, single dry, and multiple dry years. The WSA will make this comparison with and without the proposed Project demand so that the impact of the Project is clearly articulated.

If the WSA concludes that its water supplies are or will be insufficient, the WSA shall identify provide plans for acquiring additional water supplies, setting forth the measures that are being undertaken to acquire and develop those water supplies. Those plans may include but are not limited to information concerning all of the following:

1. The estimated total costs, and the proposed method of financing the costs, associated with acquiring the additional water supplies;

2. All federal, State, and local permits, approvals, or entitlements that are anticipated to be required in order to acquire and develop the additional water supplies; and

3. Based on the considerations set forth in (1) and (2) above, the estimated timeframes within which the City expects to be able to acquire additional water supplies.

The City, as lead agency, shall review the WSA and shall decide whether additional water supply information is needed for its consideration of the proposed project. The City shall include the water supply assessment in the Draft Environmental Impact Report prepared for the Project pursuant to the Public Resources Code. The City may include in the environmental documentation the

City's evaluation of the assessment, additional supply information and any related documents. The City shall determine, based on the entire record, whether projected water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses. If the City determines that water supplies will not be sufficient, the City shall include that determination in its findings for the project.

Written Verification

The Written Verification (WV) must demonstrate supply sufficiency by showing that water supplies available during normal, single dry, and multiple dry years within a 20-year projection will meet the projected demand associated with the proposed subdivision, in addition to existing and planned future uses, including, but not limited to, agriculture and industrial uses. All of the following must be considered:

- Historical records for at least 20 years;

- Urban Water Shortage Contingency Analysis prepared for Urban Water Management Plan,

- Supply reduction for "specific water use sector" per water supplier's resolution, ordinance, or contract, and

- Amount of water expected from specified supply projects. (Government Code § 66473.7(a)(2)(A-D).)

The WV must be based upon "substantial evidence," possibly including relevant portions of an Urban Water Management Plan or SB 610 assessment. Government Code § 66473.7(c)

If the water demand for the proposed subdivision was accounted for in the most recently adopted UWMP; the information may be incorporated from the UWMP into the WV.

If the water demand for the proposed subdivision was accounted for in a SB 610 assessment, the water supplier may incorporate information from the UWMP into the verification. (Government Code § 66473.3)

The Written Verification shall include:

- An identification of any existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project, and a description of the quantities of water received in prior years by the public water system (the City of Ontario) under the existing water supply entitlements, water rights, or water service contracts.

- An identification of existing water supply entitlements, water rights, or water service contracts held by the public water system shall be demonstrated by providing information related to all of the following:

    - Written contracts or other proof of entitlement to an identified water supply;

    - Copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system;

- Federal, State, and local permits for construction of necessary infrastructure associated with delivering the water supply; and

- Any necessary regulatory approvals that are required to be able to convey or deliver the water supply.

Scope of Work

To ensure compliance with the 2025 RFP and support Ontario's long-term water supply strategy, WEBB will execute the following steps:

TASK 1: UNDERSTANDING THE PROJECT

Upon receiving a WSA or WV request, WEBB will gather all available project details from the City and applicant.

Key data will include:

- ☑ Project site location
- ☑ Proposed land use types, dwelling unit counts, and commercial/industrial space
- ☑ Water demand projections (both potable and non-potable)
- ☑ Any available specific plan, EIR, or urban water management plan (UWMP) references
- ☑ If additional details are required, WEBB will coordinate with the City's Planning Department, applicant teams, or external agencies to ensure accuracy.

TASK 2: REVIEW EXISTING DOCUMENTS

WEBB will conduct a comprehensive review of prior WSAs, WVs, and City water planning documents, including:

- ☑ The most recent Ontario UWMP
- ☑ Ontario's Water Master Plan
- ☑ The Chino Basin Watermaster's reports
- ☑ Past WSA/WV assessments that include or overlap with the project site
- ☑ Water rights, contracts, and entitlements affecting the City's supply portfolio

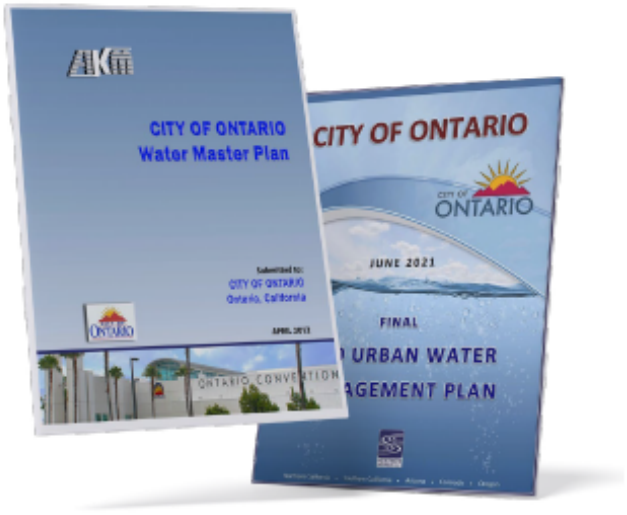
This step ensures that all project evaluations align with the most current water supply and demand planning efforts.

TASK 3: COMMUNICATION WITH THE CITY

A collaborative meeting will be scheduled with City staff to confirm:

- ☑ Current and projected water supply availability
- ☑ Any updates to entitlements, contracts, or planned infrastructure improvements
- ☑ Adjustments to water conservation regulations or supply constraints
- ☑ Verification of demand factors used in prior studies

This ensures that all assumptions remain consistent with the latest regional water planning policies.



Providing a data-driven foundation for Ontario's water future—WEBB's expertise ensures alignment with the City's UWMP and WMP, supporting sustainable growth and reliable water resources.

TASK 4: PREPARE THE REPORT

WEBB will develop a WSA or WV report that adheres to all statutory requirements, including:

- ☑ Detailed water demand analysis, incorporating expected growth trends
- ☑ Supply sufficiency analysis, covering normal, single dry, and multiple dry years over a 20-year projection period
- ☑ Documentation of groundwater reliance, imported water sources, and recycled water opportunities
- ☑ Consistency check against the City's most recent UWMP

Reports will be formatted in accordance with the California Department of Water Resources (DWR) Guidebook for SB 610 and SB 221 Implementation as follows:

Water Supply Assessment	Written Verification
a. Introduction i. Purpose ii. Proposed Project iii. Previous Assessments iv. Relation to Urban Water Management Plan v. Statewide and Local Conservation Efforts vi. Methodologies of Analysis b. Water Demand Analysis i. Demographic Factors ii. Current and Future Water Demands iii. Land Use Assumed in the UWMP iv. Project Water Demand c. Water Supply Analysis i. Documenting Wholesale Water Supplies ii. Documenting Water Supplies iii. Documenting Water Production Capability iv. Descriptions of All Water Supply Projects v. Documenting Normal Year Water Supply and Demand vi. Documenting Single Dry Year Water Supply and Demand vii. Documenting Multiple Dry Year Water Supply and Demand d. Groundwater Analysis i. Review of UWMP ii. Groundwater Basin Description iii. Recorded Use of Groundwater iv. Projected Use of Groundwater v. Sufficiency of Groundwater Basin e. Primary Issue for Assessment i. Findings f. References	I. Executive Summary a. Introduction i. Project Description ii. Methodology of Verification with Prior WSA b. Verification of Sufficient Water Supply i. Factors Determining Water Supply Sufficiency ii. Substantial Evidence for Water Supply Currently Under Development iii. Impacts to Agricultural and Industrial Uses c. Water Demands i. Water Use Profile and Demand Factors ii. Historical and Current Water Demands iii. Projected Water Demands d. Water Supplies i. Overview ii. Imported Water iii. Local Groundwater iv. Recycled Water v. Supplemental Supplies vi. Other Local Supplies e. Demand and Supply Comparison f. References

TASK 5: REPORT COMPLETION

WEBB will provide a draft WSA or WV to the City for review within the required timeline.

A comment review session will be scheduled to ensure alignment with City expectations.

After incorporating feedback, WEBB will submit the finalized document for City Council approval (if applicable).

TASK 6: UPDATE WSA/WV TRACKING SYSTEM

As required by the 2025 RFP, WEBB will assist the City in developing and maintaining an updated WSA/WV tracking system.

This tracking tool will document:

- ☑ All completed WSAs and WVs
- ☑ Changes in land use planning affecting water supply
- ☑ Historical water demand trends for future Urban Water Management Plan updates

The database will be delivered in GIS, Excel, or another format specified by the City.

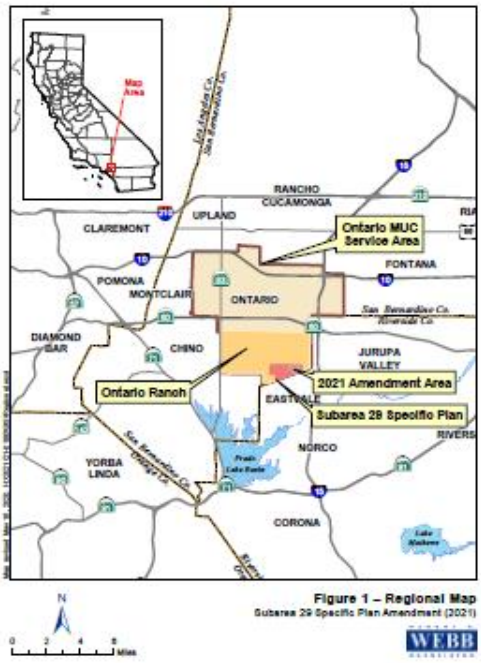


Figure 1 – Regional Map
Subarea 29 Specific Plan Amendment (2021)

Example of a GIS map showcasing the regional vicinity for the Subarea 29 SPA WSA Project

ADDITIONAL TASKS NOT CURRENTLY IN SCOPE (IF NEEDED)

WEBB is prepared to provide additional support services beyond the base scope, including:

- ☑ **Public Presentations:** If required by the City Council or Planning Commission, WEBB can present findings and respond to inquiries.
- ☑ **Expedited Report Preparation:** Our team can accommodate accelerated timelines upon request.
- ☑ **Legal and Technical Defensibility:** We provide expert-level documentation to withstand regulatory and legal scrutiny.

COMMITMENT TO THE CITY OF ONTARIO

WEBB has been a trusted partner to the City for over four decades, and we remain committed to delivering accurate, timely, and legally compliant WSAs and WVs.

With our institutional knowledge of Ontario's water supply portfolio, regulatory expertise, and proven track record, WEBB is uniquely positioned to support the City's water planning efforts through 2025 and beyond.



WEBB has been supporting the City of Ontario with multiple projects, including CIP improvements like Watermain Replacement initiatives, ensuring reliable infrastructure for the community.

EXHIBIT "B"
SCHEDULE OF SERVICES

The Consultant shall complete the scope of services within 90 calendar days for receipt of the Notice to Proceed, which may be given via electronic mail.

5. METHOD TO ACCOMPLISH WORK

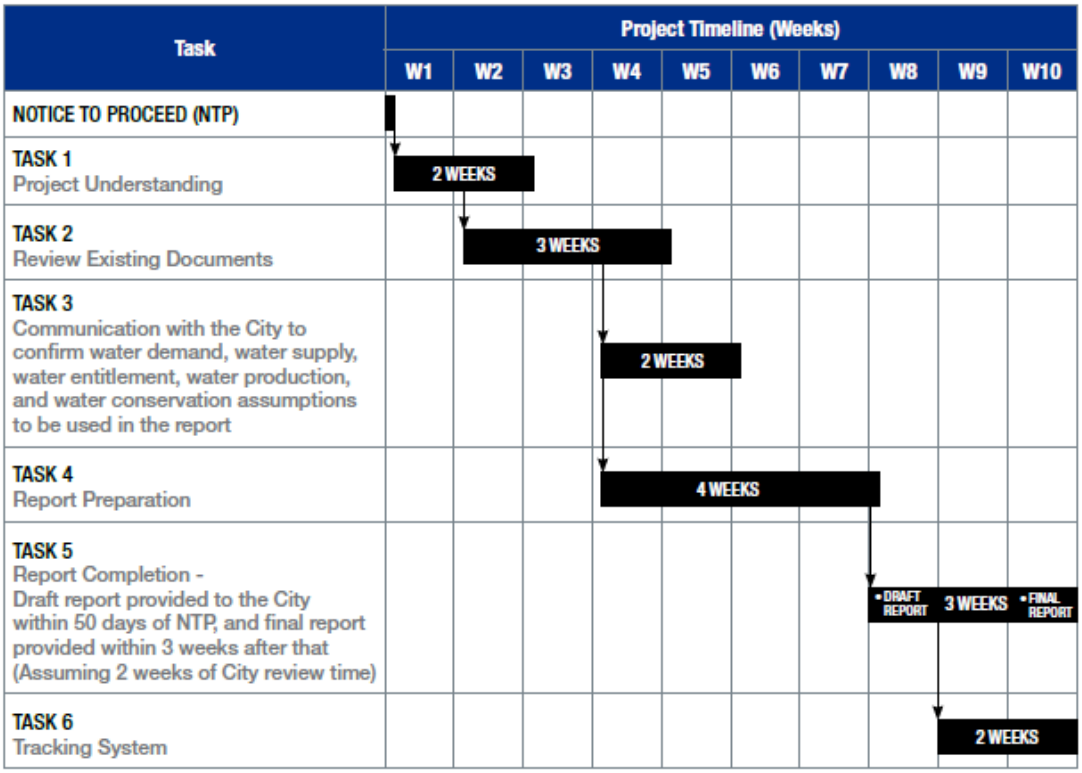
WEBB has been a trusted partner to the City of Ontario in preparing Water Supply Assessments (WSAs) and Written Verifications (WVs) since the enactment of Senate Bill 610 (SB 610) and Senate Bill 221 (SB 221) in 2002. Our deep understanding of the City's water resources planning, infrastructure, and evolving regulatory landscape positions us as the ideal consultant to continue providing these services.

For each WSA or WV request, WEBB follows a structured approach to ensure:

1. **Comprehensive Understanding of the Project and Water Demand**
2. **Thorough Review of Relevant Data and Existing Documentation**
3. **Collaboration with the City to Validate Assumptions and Supply Availability**
4. **Preparation of a Legally Defensible and Technically Sound Report**
5. **Finalization of the Report in Accordance with Legislative Deadlines**
6. **Ongoing Tracking and Reporting for Future Water Supply Planning**

SCHEDULE AND PROJECT TIMELINE

Our standard timeline for WSA/WV preparation is structured to meet the 90-day statutory deadline while maintaining flexibility for expedited requests or additional services if required.



6. FEE PROPOSAL

Fee Schedule

CLASSIFICATION Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers	Rates $/Hour
Principal II	321.00
Principal I	307.00
Senior III	288.00
Senior II	275.00
Senior I	266.00
Associate III	247.00
Associate II	236.00
Associate I	224.00
Assistant V	202.00
Assistant IV	180.00
Assistant III	166.00
Assistant II	150.00
Assistant I	133.00
Survey Services	
2-Person Survey Party	341.00
1-Person Survey Party	244.00
Inspection Services	
Construction Manager II	284.00
Construction Manager I	203.00
Inspector (Non-Prevailing Wage)	147.00
Inspector Overtime (Non-Prevailing Wage)	195.00
Inspector (Prevailing Wage)	159.00
Inspector Overtime (Prevailing Wage)	212.00
Administrative Services	
Project Coordinator	145.00
Administrative Assistant III	122.00
Administrative Assistant II	109.00
Administrative Assistant I	87.00
Other Direct Expenses	
Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	36.00
In-House Delivery 1/2 Hour up to 1 Hour	70.00
In-House Delivery Over 1 Hour up to 2 Hours	130.00
In-House Delivery Over 2 Hours	185.00
Survey/Inspection Vehicle	0.87/Mile
Mileage	0.79/Mile

SCH 2024(07/01/2024)

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **PlaceWorks, Inc.**, a **Corporation**, with its principal place of business at **3 MacArthur Place, Suite 1100, Santa Ana, California 92707** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Water Supply Assessment and Written Verification preparation** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **Water Supply Assessment and Written Verification On-Call Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work

necessary to fully and adequately supply the professional **engineering and planning** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 16, 2025** to **June 16, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two (2)** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Fifty Thousand Dollars ($250,000**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.2.5 Automated Clearing House (“ACH”) payments. It is the City’s policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice

or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Nicole Vermilion, Principal, and Dina El Chammas Gass, Project Manager**.

3.3.5 City's Representative. The City hereby designates **Alexis Mascarinas, Associate Engineer**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Dina El Chammas Gass, Project Manager**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Performance Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such

Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Consultant shall also comply with all relevant provisions of City's Minority Business

Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a

thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance 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 include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to 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.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such

cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. 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 authorized to transact 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.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum 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.

3.3.11.11 Additional Insurance Provisions

(A) 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.

(B) 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.

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

(D) 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.

(E) 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.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. 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. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant 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 DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 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, to the extent arising out of, pertaining to, or incident to any negligent (ordinary or gross, active or passive) or reckless 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 reasonable attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received

by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (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.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: PlaceWorks, Inc.
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

ATTN: Dina El Chammas Gass

City: City of Ontario
303 East “B” Street
Ontario, CA 91764
ATTN: City Clerk

With Copy To: City of Ontario
1425 S. Bon View Ave.
Ontario, CA 91764
ATTN: Alexis Mascarinas

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, unless otherwise required by law. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. 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. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 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. 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND PLACEWORKS, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

PlaceWorks, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

PROPOSED SCOPE OF SERVICES

On-Call Services for Water Supply Assessments and Written Verifications

The determination of a need for a Water Supply Assessment (WSA) or Written Verification (WV) will be completed by the City. The City may request an opinion from consultants regarding the need for a WSA or WV. The City Project Manager will notify the Consultant of a project and a request for scope, fee, and any necessary documents. The City may or may not seek a scope and fee from multiple consultants, regardless of the number of consultants on the on-call list.

The project will be required to be completed within 90 days of determining a WSA or WV is required. The Consultant will also provide support to the City in creating and/or maintaining a tracking document showing the completed Water Supply Assessments and Written Verifications as well as water supply over time.

Water Supply Assessment

The Water Supply Assessment (WSA) shall address whether the water supplier's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand of the proposed Project, in addition to the water supplier's existing and planned future uses, including agricultural and manufacturing uses. If the water demand for the proposed project was accounted for in the most recently adopted UWMP, information from the UWMP related to the projected water demand for the project may also be used.

The law (Water Code Section 10910(c)(2)) states that if the projected water demand associated with the proposed Project was accounted for in the most recently adopted UWMP, the water supplier may incorporate the requested information from the UWMP in preparing the assessment. Water Code Section 10631 clearly specifies the data necessary to document the existing and projected future water demand during a 20-year projection. In addition, the Water Code requires that the projected demands be presented in 5-year increments for the 20-year projection.

If the water demand for the proposed project was not accounted for in the most recently adopted UWMP, the WSA must include a discussion of whether the total projected water supplies determined to be available for the Project during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed Project, in addition to the water supplier's existing and planned future uses, including agricultural and manufacturing uses.

Supplies from all sources, including wholesaler supplies, require documentation. This documentation includes identifying and quantifying water rights, contracts, and/or entitlements to the supply; associated capital outlay programs; federal, State and local permits for constructing infrastructure for conveying the supply; and any necessary regulatory approvals required for conveyance.

The WSA shall include:

- An identification of any existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project, and a description of the quantities of water received in prior years by the public water system (the City of Ontario) under the existing water supply entitlements, water rights, or water service contracts.

- An identification of existing water supply entitlements, water rights, or water service contracts held by the public water system shall be demonstrated by providing information related to all of the following:

    - Written contracts or other proof of entitlement to an identified water supply;

    - Copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system;

    - Federal, State, and local permits for construction of necessary infrastructure associated with delivering the water supply; and

    - Any necessary regulatory approvals that are required to be able to convey or deliver the water supply.

If the water sources that will serve the Project include groundwater, specific groundwater information must be included in the assessment. The Water Code (Section 10631) adds a further requirement: "A detailed description and analysis of the location, amount, and sufficiency of groundwater that is projected to be pumped by the urban water supplier." In addition, a parallel reference to the "sufficiency analysis" is also found in Water Code Section 10910(f)(5): "An analysis of the sufficiency of the groundwater from the basin...to meet the projected water demand associated with the proposed project."

The WSA will compare current and projected supply and demand for normal, single dry, and multiple dry years. The WSA will make this comparison with and without the proposed Project demand so that the impact of the Project is clearly articulated.

If the WSA concludes that its water supplies are or will be insufficient, the WSA shall identify provide plans for acquiring additional water supplies, setting forth the measures that are being undertaken to acquire and develop those water supplies. Those plans may include but are not limited to information concerning all of the following:

1. The estimated total costs, and the proposed method of financing the costs, associated with acquiring the additional water supplies;

2. All federal, State, and local permits, approvals, or entitlements that are anticipated to be required in order to acquire and develop the additional water supplies; and

3. Based on the considerations set forth in (1) and (2) above, the estimated timeframes within which the City expects to be able to acquire additional water supplies.

The City, as lead agency, shall review the WSA and shall decide whether additional water supply information is needed for its consideration of the proposed project. The City shall include the water supply assessment in the Draft Environmental Impact Report prepared for the Project pursuant to the Public Resources Code. The City may include in the environmental documentation the

City's evaluation of the assessment, additional supply information and any related documents. The City shall determine, based on the entire record, whether projected water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses. If the City determines that water supplies will not be sufficient, the City shall include that determination in its findings for the project.

Written Verification

The Written Verification (WV) must demonstrate supply sufficiency by showing that water supplies available during normal, single dry, and multiple dry years within a 20-year projection will meet the projected demand associated with the proposed subdivision, in addition to existing and planned future uses, including, but not limited to, agriculture and industrial uses. All of the following must be considered:

- Historical records for at least 20 years;

- Urban Water Shortage Contingency Analysis prepared for Urban Water Management Plan,

- Supply reduction for "specific water use sector" per water supplier's resolution, ordinance, or contract, and

- Amount of water expected from specified supply projects. (Government Code § 66473.7(a)(2)(A-D).)

The WV must be based upon "substantial evidence," possibly including relevant portions of an Urban Water Management Plan or SB 610 assessment. Government Code § 66473.7(c)

If the water demand for the proposed subdivision was accounted for in the most recently adopted UWMP; the information may be incorporated from the UWMP into the WV.

If the water demand for the proposed subdivision was accounted for in a SB 610 assessment, the water supplier may incorporate information from the UWMP into the verification. (Government Code § 66473.3)

The Written Verification shall include:

- An identification of any existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project, and a description of the quantities of water received in prior years by the public water system (the City of Ontario) under the existing water supply entitlements, water rights, or water service contracts.

- An identification of existing water supply entitlements, water rights, or water service contracts held by the public water system shall be demonstrated by providing information related to all of the following:

    - Written contracts or other proof of entitlement to an identified water supply;

    - Copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system;

- Federal, State, and local permits for construction of necessary infrastructure associated with delivering the water supply; and

- Any necessary regulatory approvals that are required to be able to convey or deliver the water supply.

7. Proposed Method to Accomplish the Work

Overall, our approach to preparing WSA and WV documents combines accuracy and attention to detail. We have worked previously with the City and OMUC on WSAs and WVs for the City of Ontario, and we have completed complex WSAs for municipalities where there was no UWMP and the water demand and supply had to be determined from other sources. We have worked for counties where the water source was groundwater wells on private properties, and the determination needed to be made that withdrawal of water from wells on the project site would not impact drawdown or water supply in neighboring wells. We have also worked on numerous projects for and within the City of Ontario, including:

- Ontario Entertainment District Specific Plan WSA (2025)
- Empire Groves Hotel Specific Plan WSA/WV (2024)
- Ontario Regional Sports Complex EIR and WSA (2024)
- The Amendment to the Countryside Specific Plan WSA/WV (2023)
- Phase I of the Original Model Colony Adept Project WSA (2022)
- Merrill Commerce Center Specific Plan WSA (2019)
- Ontario Ranch Business Park Specific Plan EIR (2020)
- The Ontario Plan, Environmental Impact Report (EIR), and Citywide Greenhouse Gas Inventory (2020)
- The Ontario Plan, EIR, and Citywide Greenhouse Gas Inventory (2005)
- PlaceWorks can seamlessly integrate existing and proposed land uses from CEQA project descriptions into the WSA or
- WV documents.

SOLUTIONS-ORIENTED FOCUS

Our team at PlaceWorks would prepare the WSAs and WVs using the following steps.

Develop a Detailed Cost and Preliminary Schedule

Once a proposed project is identified, PlaceWorks will provide the City with a cost estimate for the specific project and scheduled date of completion. The schedule will include three milestones: 30 percent completion of the document, 60 percent completion, and 100 percent completion. PlaceWorks will submit the document to the City and/or OMUC at these milestones for review. The schedule will include dates for these milestones, with the total duration of the work not exceeding 90 days from the date that the request to prepare a WSA is received. Although it is unlikely that more than 90 days is required, PlaceWorks will apply for a one-time 30-day extension if needed, which is permitted under California Water Code Section 10910, subdivision (g)(1).

Participate in Kick-Off Meeting (if Needed) and Establish Communication Protocol with the City, OMUC, and the applicant (if Proponent is not the City)

PlaceWorks will communicate with the City, either in person or via email and/or conference calls, to receive feedback on the proposed cost and schedule, and will revise the estimate as needed. PlaceWorks will also determine the appropriate communication protocol with OMUC and City staff to ensure that all parties are kept informed regarding the project. If the project is proposed by a private-sector applicant, PlaceWorks will also establish a protocol for communication with the applicant, OMUC, and the City.

Obtain Project Description and Supporting Information

PlaceWorks will collaborate with the project applicant, the City, and/or OMUC to obtain the project description, which should include current and proposed land uses and detailed statistics, such as number of dwelling units or square footage of commercial spaces. PlaceWorks will also identify current and proposed water supplies and will document indoor and outdoor water uses for the proposed land uses. PlaceWorks typically uses the Pacific Institute's Urban Water Demand Model and the DWR's Water Budget Model for Outdoor Landscapes to ensure that existing and future water conservation efforts are considered in the water demand calculations. PlaceWorks will also log the date that the request to prepare a WSA or a WV was received in order to ensure that all reports are completed within the 90-day period.

The latest references will be used in the WSAs or WVs, including the UWMP for the City of Ontario, the Chino Basin Desalter Authority, the Inland Empire Utilities Agency, and the San Antonio Water Company. The most current watermaster plan for the City will also be used in the analysis.

Update OMUC and Agency Information

The WSAs that PlaceWorks has previously prepared for the City of Ontario can be used as a template for proposed projects. However, for each new project, PlaceWorks will confirm that the information regarding OMUC's and other agencies' potable and recycled water distribution, treatment, and supply infrastructure is accurate and up to date. PlaceWorks will also confirm the current water demand for the City of Ontario with OMUC.

Quantify Past, Current, and Projected Water Demands and Supply for the City

Current and projected potable and recycled water demands for the City will be obtained, using the most current UWMP and updated information from OMUC, as needed PlaceWorks will also evaluate water supplies that could be used by the City and proposed projects during normal, single-dry, and multiple-dry years through the year 2040. Water supplies from the Chino Basin Desalter Authority, recycled water from the Inland Empire Utilities Agency, imported water from the Water Facilities Authority, and purchased water from the San Antonio Water Company will also be included. A groundwater analysis for the Chino Groundwater Basin will be conducted, including the legal right to pump, the Dry Year Yield Storage Program, land use conversion, early transfers, recharge, Fontana recycled water rights, and groundwater storage. Historical and projected use of groundwater and sufficiency of groundwater from the Chino Groundwater Basin will also be evaluated

Quantify Existing and Proposed Water Demand for the Proposed Projects

PlaceWorks will use the existing and proposed land use descriptions to quantify current and projected water demand for proposed projects. Water demand calculations would be based primarily on water demand rates specified in the most current UWMP. Other demand rates could be used if requested by OMUC.

Evaluate the Project with Respect to the UWMP

PlaceWorks will evaluate whether the proposed project was included in the projection of future water demands for the City of Ontario, as described in the most current UWMP. Per Section 10910 (c) (2) of the California Water Code:

> ... if the projected water demand associated with the proposed project was accounted for in the most recently adopted urban water management plan, the public water system may incorporate the requested information from the urban water management plan in preparing the elements of the assessment required to comply with subdivisions (d), (e), (f), and (g).

The water demands projected by the 2015 UWMP are based on the future land uses specified in the City's 2010 General Plan. It is assumed that the 2020 UWMP would also use the City's 2010 General Plan as the basis for determining water demand. PlaceWorks will evaluate new projects to see if the land use description is the same as the designation in the 2010 General Plan. In this case, it can be determined that the water demand of the project is included in the latest UWMP.

If a proposed project's land use designation is different than the designation in the 2010 General Plan, then PlaceWorks would quantity water demand for the project site and determine the difference between what was accounted for in the UWMP and what is proposed.

If it is determined that there are insufficient supplies to meet the change in demand over the next 20 years, additional sources of supply would need to be identified. If this is the case, PlaceWorks, in consultation with OMUC, will include recommendations in the WSA for how and where these new supply sources would be obtained. PlaceWorks would also include project modifications or water conservation efforts that could reduce the demand for the proposed project.

Evaluate Water Shortage Contingency Planning and Water Efficiency Strategies

The WSAs and WVs will also include any City ordinances or measures that have been implemented in response to the Emergency Conservation Regulations mandated by the State Water Resources Control Board. City-mandated water efficiency strategies that have the potential to reduce water demands for proposed projects will also be included.

Support the City and/or OMUC in Creating and Maintaining A WSA And WV Tracking Document

PlaceWorks will provide support to the City and/or OMUC in creating and/or maintaining a tracking document that shows what WSAs and WVs have been prepared as well as the water supply over time. The intent is to track changes to land use over time to gain a better understanding of current and future water needs for the City of Ontario.

Ongoing Scheduling and Cost Monitoring

The schedule and cost spreadsheets developed for the proposed projects will serve as the ongoing base for monitoring adherence to the project schedule and costs. PlaceWorks will advise the City and/or OMUC on an ongoing basis of any delays in the schedule (for example, a delay in receiving project information from applicants or a change in the project description after the work has commenced) and will update the project schedule, which will immediately identify the overall project delay that could occur. PlaceWorks will coordinate with the City and/or OMUC to identify any potential schedule/deliverable changes in order to maintain the overall schedule. Similarly, our ongoing cost monitoring will enable us to notify the City and/or OMUC promptly of any cost issues.

Ongoing Communication

In this role PlaceWorks will function as an extension of the City's staff. PlaceWorks will schedule bi-monthly calls when there is an active task order and we will answer any questions as they arise. Dina El Chammas will be the primary point of contact and will be accountable for each project that is underway.

Our offices in both Ontario and Santa Ana are near the City offices, so we can attend impromptu meetings with the City, OMUC, and/or applicants, as needed.

Draft Schedule of Tasks, Milestones, and Deliverables

All of the WSAs that we have previously prepared have been completed within a time frame of 8 weeks, which is well within the 90-day time frame that the City is requesting. In our experience, projects will typically fall into the following timeframes:

- Milestone 1 (30% document completion): 2 weeks from receiving project information from project applicant
- Milestone 2 (60% document completion): 2 weeks from receiving comments from the City and/or OMUC
- Milestone 3 (100% document completion): 2 weeks from receiving comments from the City and/or OMUC
- Milestone 4 (final WSA or WV): 2 weeks from receiving comments from the City and/or OMUC

.EXHIBIT "B"
SCHEDULE OF SERVICES

The Consultant shall complete the scope of services within 90 calendar days for receipt of the Notice to Proceed, which may be given via electronic mail.

Draft Schedule of Tasks, Milestones, and Deliverables

All of the WSAs that we have previously prepared have been completed within a time frame of 8 weeks, which is well within the 90-day time frame that the City is requesting. In our experience, projects will typically fall into the following timeframes:

- Milestone 1 (30% document completion): 2 weeks from receiving project information from project applicant
- Milestone 2 (60% document completion): 2 weeks from receiving comments from the City and/or OMUC
- Milestone 3 (100% document completion): 2 weeks from receiving comments from the City and/or OMUC
- Milestone 4 (final WSA or WV): 2 weeks from receiving comments from the City and/or OMUC

EXHIBIT "C"
COMPENSATION

8. Fee Proposal

PlaceWorks – 2025 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	$210–$345
Associate Principal	$195–$285
Senior Associate II	$170–$270
Senior Associate I	$160–$235
Associate II	$135–$200
Associate I	$125–$185
Project Planner	$105–$175
Planner	$90–$155
Graphics Specialist	$90–$165
Administrator	$135–$245
Clerical/Word Processing/Technical Editor	$45–$170
Intern	$80–$125

Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS-approved rate. Possible Yearly Increase of 5% on bill rates.

2025_StdFeeSch_01_16_2025

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH HMC ARCHITECTS FOR ON-CALL ARCHITECTURAL SERVICES FOR THE MUNICIPAL SERVICES CENTER RELOCATION PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 7 to the Design Services Agreement with HMC Architects, of Ontario, California, to provide on-call architectural, space planning, and engineering services for the Municipal Services Center Relocation project in the amount of $10,653,815 increasing the total not-to-exceed contract amount from $9,281,325 to $19,935,140, and extend the contract term to October 27, 2029; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended Amendment No. 7 to the Design Services Agreement with HMC Architects is in an amount of $10,653,815 increasing the total not-to-exceed contract amount from $9,281,325 to $19,935,140. The total contract amount includes work performed for the Municipal Services Center Relocation project. If approved, additional appropriations in the Capital Projects, Water Capital, Sewer Capital, Integrated Waste, and Equipment Services Funds will be included in future quarterly budget updates to the City Council as needed for the Municipal Services Relocation project.

BACKGROUND & ANALYSIS: On October 15, 2024, the City Council approved Amendment No. 6 to the Design Services Agreement with HMC Architects for the City Services Building project.

Amendment No. 7 to the Design Services Agreement with HMC Architects will bring the schematic design plans to the design development phase. The Municipal Services Center Relocation will house the Public Works Agency, the Ontario Municipal Utilities Company, and the Broadband Department under the Management Services Agency. Additionally, the Community Life and Culture Agency, the Information Technology Agency, and the Broadband Department may also utilize storage space at the new corporate yard.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 7 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HMC GROUP dba HMC ARCHITECTS

1. Parties and Date.

This Amendment No. 7 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **HMC Group dba HMC Architects**, a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Design Service Agreement" dated January 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to add the design scope for D&C24-001 Municipal Services Center Relocation, extend the term of the contract until October 27, 2029, and increase the not to exceed amount by Ten Million Six Hundred Fifty-Three Thousand Eight Hundred Fifteen Dollars ($10,653,815). The parties have heretofore entered into Amendment No. 1 dated July 22, 2022, Amendment No. 2 dated March 7, 2023, Amendment No. 3 dated September 5, 2023, Amendment No. 4 dated July 16, 2024, Amendment No. 5 dated October 15, 2024 and Amendment No. 6 dated October 15, 2024.

2.3 Amendment Authority. This Amendment No. 7 is authorized pursuant to Section 3.37 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1, 3.1.2 and 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related

services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."

"3. 1. 2 Term. The term of this Agreement shall be from **January 1, 2020 to October 27, 2029**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and dead-lines."

"3.10.1 Compensation. City shall pay to consultant, for the performance of all Services rendered under this Agreement, with the total not to exceed amount of **Nineteen Million Nine Hundred Thirty-Five Thousand One Hundred Forty Dollars ($19,935,140**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "A" and incorporated herein by reference. The total compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

Scope of Services is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 7, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 7. From and after the date of this Amendment No. 7, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 7.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 7.

3.4 Severability. If any portion of this Amendment No. 7 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 7 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HMC GROUP DBA HMC ARCHITECT

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 7 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

HMC GROUP dba HMC ARCHITECT

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

HMC DESIGN FOR GOOD Architects

Amendment No. 1

Date: April 17, 2025

Project Name: Ontario Corporate Yard (CO CY)
HMC #2518009000

AMENDMENT NO. 1 TO OWNER/ARCHITECT AGREEMENT

That certain Owner/Architect Agreement (Agreement) dated July 16, 2024, by and between City of Ontario (Owner) and HMC Group (Architect), with respect to providing Architectural & Engineering Services is hereby amended, modified, and revised as follows:

Per the Agreement dated July 16, 2024, the Scope of Services will be divided into Tasks:

- Task 1 shall be Programming and Conceptual Design through Schematic Design
- Task 2 shall be Design Development through Contract Administration.

C. Scope of Services

Task 1c: Environmental Services

1. Schematic Design
   a. Master Schedule, Preliminary Title Report, Preliminary Review Application Form, Environmental Information Form, Photograph Array, Utility Devices Assessment, List of Concerns, Site Utilization Plan.
2. Design Development
   a. Master Schedule, Greenhouse Gas Emissions CEQA Thresholds and Screening Tables - Ontario Development Code Reference H (Community Action Plan), Preliminary Review Application Form, Environmental Information Form, Photograph Array, Utility Devices Assessment, Project Description.

F. Compensation

The fixed fee shall be 7.32% of the estimated construction cost, based on the current budget of approximately Four Hundred Fifty Million Dollars ($450,000,000).

The total fee for Task 1b, Schematic Design, shall be amended to Four Million, Nine Hundred Fifty Thousand, Five Hundred Thirty-Six Dollars ($4,950,536) to reflect the increased construction cost. This is an increase of **One Million, Nine Hundred Fourteen Thousand, One Hundred Twenty-Two Dollars ($1,914,122)** from the Original Agreement dated July 16, 2024.

Task 1b – Phase Breakdown	Fee %	Fee
Total Fee	100%	$ 4,950,536
Schematic Design (SD) – July 16 Agreement	61%	$ 3,036,414
Schematic Design (SD) – Amendment No. 1	39%	$ 1,914,122
Subtotal Amendment 1		$ 1,914,122

The total fee for Task 1c, Environmental Services, shall be a fixed fee of **Four Hundred Eighty-Eight Thousand, Eight Hundred Dollars** ($488,800)

Task 1c – Environmental Services		Fee
Schematic Design (SD)	50%	$ 244,400
Design Development (DD)	50%	$ 244,400
Subtotal Amendment 1	100%	$ 488,800

HMC will provide the services outlined in the Scope of Work for **Design Development only** under Task 2 per the Agreement dated July 16, 2024, for a fixed fee of **Eight Million, Two Hundred Fifty Thousand, Eight Hundred Ninety-Three Dollars ($8,250,893)**.

Task 2 – Phase Breakdown (DD Only)	Fee %	Fee
Design Development (DD)		$ 8,250,893
Subtotal Amendment 1		$ 8,250,893

Amendment 1 Fee Summary	**Fee %**	**Fee**
Task 1b Schematic Design Fee Reconciliation		$ 1,914,122
Task 1c Environmental Services Addition		$ 488,800
Task 2 Design Development Phase Only		$ 8,250,893
Subtotal Amendment 1		**$ 10,653,815**

Original Agreement – July 16, 2024	**Fee %**	**Fee**
Task 1a Programming & Conceptual Design		$ 529,945
Task 1b Schematic Design (SD)		$ 3,036,414
Reimbursable Expenses		$ 100,000
Subtotal Original Agreement		**$ 3,666,359**

Please review this Proposal and if it meets with your approval, please send HMC your Standard Form of Agreement for signature.

If you have any questions or need additional information, please contact me at (626) 826-9108.

Sincerely,



Brandon Gullotti AIA, NCARB, Assoc. DBIA
Principal In Charge
HMC Architects

cc: S. Gradillas, File-CN-AOA

Amend No. 1 Fee Reconciliation_20250417

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Broadband Operations Prepared By: Vanny Khu Staff Member Presenting: Jimmy Chang, Broadband General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR BROADBAND-CONNECTED SECURITY SYSTEMS AT 603 N. EUCLID AVENUE**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 12 to the Maintenance Services Agreement with Bay Alarm Company, of Concord, California, to increase the not-to-exceed compensation by $19,750 plus a 10% contingency of $1,975, for a revised contract total of $1,552,272 to add broadband-connected fire and burglar alarm system installation and monitoring services at 603 N. Euclid Avenue.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The proposed Amendment No. 12 to the Maintenance Services Agreement with Bay Alarm Company will increase the authorized not-to-exceed amount by $19,750 plus a 10% contingency of $1,975, for a revised total contract amount of $1,552,272. The Fiscal Year 2024–25 Budget includes appropriations from the Broadband / Fiber fund to cover the cost of these services.

BACKGROUND & ANALYSIS: On July 1, 2020, the City entered into a Maintenance Services Agreement with Bay Alarm Company for the provision of fire and burglar alarm systems and associated monitoring services at multiple City-owned facilities. A number of amendments have followed to address new site coverage and technological updates. Most recently, Amendment No. 11, approved on March 18, 2025, expanded alarm services at additional City facilities.

Amendment No. 12 provides for the installation of broadband-connected fire and burglar alarm systems at 603 N. Euclid Avenue. Bay Alarm Company will provide alarm control panels, detection equipment, communicators, system drawings, and permitting support. Staff recommends approving Amendment No.12 to the Maintenance Services Agreement with Bay Alarm Company.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 12
TO THE MAINTENANCE SERVICE AGREEMENT
BETWEEN THE CITY OF ONTARIO AND BAY ALARM COMPANY

1. Parties and Date.

This Amendment No. 12 to the Agreement (as defined herein) is made and entered into as of _____, 2025, by and between the City of Ontario ("City") and Bay Alarm Company, a California Corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 The City and Contractor have entered into an agreement entitled **"**Maintenance Service Agreement**"** dated July 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to include new broadband infrastructure and related monitoring services at the location listed on Attachment "A." The scope of work will provide for the installation of broadband-related security systems and associated ongoing services. The City and Contractor agree to increase the Agreement's compensation by Nineteen Thousand Seven Hundred Fifty Dollars ($19,750) for a total revised not-to-exceed amount of One Million Five Hundred Fifty Thousand Two-Hundred Ninety-Seven Dollars ($1,550,297).

The Parties have heretofore entered into Amendment No. 1 dated April 6, 2021, Amendment No. 2 dated November 15, 2021, Amendment No. 3 dated June 20, 2022, Amendment No. 4 dated November 15, 2022, Amendment No. 5 dated February 21, 2023, Consent to Assignment Agreement dated June 20, 2022, Amendment No. 6 dated July 1, 2023, Amendment No. 7 dated October 17, 2023, Amendment No. 8 dated July 26, 2024, Amendment No. 9 dated August 20, 2024, Amendment No. 10 dated October 1, 2024, and Amendment No. 11 dated March 18, 2025.

2.3 Amendment Authority. This Amendment No. 12 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 of the Agreement is hereby amended in its entirety to read as follows:

> 3.1.1 General Scope of Service. Contractor shall provide all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply, install, and maintain broadband-connected fire and burglar alarm systems, as well as perform ongoing monitoring and testing services for the Project located at 603 N. Euclid Avenue, Ontario, California. The services shall be provided in accordance with the specifications set forth in Attachment 'A,' which is attached hereto and incorporated herein by reference. All work shall comply with applicable codes and regulations and shall be performed in accordance with prevailing wage requirements."
>
> Exhibit A is hereby deleted in its entirety and replaced with Attachment A, attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 12, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 12. From and after the date of this Amendment No. 12, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 12.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 12.

3.4 Severability. If any portion of this Amendment No. 12 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE AMENDMENT NO. 12
TO THE MAINTENANCE SERVICE AGREEMENT
BETWEEN THE CITY OF ONTARIO AND BAY ALARM COMPANY

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 12 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

BAY ALARM COMPANY

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

ATTACHMENT "A"
SCOPE OF SERVICES & COMPENSATION

WE GOT YOU.

ONTARIO OFFICE
740 S. ROCHESTER AVENUE, SUITE D
ONTARIO, CA 91761
Direct: 909-509-7100

WWW.BAYALARM.COM
Sales: 1-800-610-1000
Service: 1-800-470-1000

BURGLAR ALARM NEW SYSTEM PROPOSAL

PREPARED BY: JACQUELINE DONAHUE- 04/21/2025

GOV CITY OF ONTARIO

603 N. EUCLID AVE, ONTARIO 91761

BAY ALARM TO INSTALL THE FOLLOWING USER OWNED EQUIPMENT:

(1) DSC Alarm panel - back room

(1) Cellular communicator - at panel

(1) Keypad - front entry

(1) Siren - at entry

(3) Door contacts - 1) front entry 1) side entry, 1) roof hatch

(4) Motion detectors - 1) front entry, 1) front office, 1) back entry, 1) side

BAY ALARM TO PROVIDE:

Baynet plus

Full service

Virtual keypad

- Taxes to be collected after installation in addition to install fees – 8.75%.

- Labor is a prevailing wage rate.

Total Install Cost: $3,750.00

Monthly Cost: $85.00

Please feel free to contact me directly if you have any questions or would like to go over any part of the proposal in more detail. Thank you for considering Bay Alarm for your security needs.

WE GOT YOU.

ONTARIO OFFICE
740 S. ROCHESTER AVENUE, SUITE D
ONTARIO, CA 91761
Direct: 909-509-7100

WWW.BAYALARM.COM
Sales: 1-800-610-1000
Service: 1-800-470-1000

FIRE SYSTEM PROPOSAL

PREPARED BY: JACQUELINE DONAHUE- 04/28/2025

CITY OF ONTARIO - 603 N. EUCLID AVE, ONTARIO 91761

BAY ALARM TO INSTALL AND FULL SERVICE THE FOLLOWING EQUIPMENT:

(1) SILENT KNIGHT ADDRESSABLE FIRE CONTROL PANEL – Back Room
(1) FIRE ALARM COMMUNICATOR – At Panel
(1) SILENT KNIGHT REMOTE ANNUNCIATOR – Per approved plans
(7) SMOKE DETECTOR WITH BASE – Per approved plans
(2) HEAT DETECTOR WITH BASE – Per approved plans
(1) INPUT MINI-MONITOR MODULE – Per approved plans
(2) SYSTEM SENSOR CEILING HORN STROBE – Per approved plans
(6) SYSTEM SENSOR CEILING STROBE – Per approved plans
(1) FIRE LOCK OUT KIT – Per approved plans
(1) FIRE ALARM STORAGE CABINET – Per approved plans
(1) SIGN FACU – Per approved plans
(2) 12V 7AMP BATTERY – Per approved plans
(1) KNOX BOX – Per approved plans

BAY ALARM TO PROVIDE:
NFPA 72 TEST & INSPECTIONS
PLAN DESIGN
FIRE FINAL

* Plans and permit fees will be billed separately.

* Pricing is based on prevailing wage rates.

* The customer acknowledges and agrees that any additional fire department requirements for increased protection will be billed as an additional cost.

* A site survey is required for plan design. A separate proposal for the site survey has been provided.

INSTALLATION COST: $16,000.00
MONITORING WITH INSPECTIONS: $215.00

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: APPROVE CONTRACTS AND AMENDMENTS IN CONNECTION WITH THE CONSTRUCTION OF THE ONTARIO SPORTS EMPIRE

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute 22 Construction Contracts to provide various construction services for Bid No. 1896 - D&C23-022 – Ontario Sports Empire in the amount of $146,097,319 plus a combined contingency of $14,609,731 for a total not-to-exceed contract amount of $160,707,050, and
01 – Earthwork, Asphalt Paving – All American Asphalt: $5,124,118
02 – Concrete: Structural – Gonsalves and Santucci, Inc. dba Conco: $2,760,000
04 – Concrete: South Site Concrete – Bogh Construction, LLC: $11,980,000
05 – Concrete: East Site Concrete – Bogh Construction, LLC: $4,211,000
06 - Masonry – Winegardner Masonry, Inc.: $13,805,000
07 – Structural Steel – Anderson Charnesky Structural Steel, Inc.: $10,869,000
08 – Finish Carpentry – K&Z Cabinet Co., Inc.: $242,420
09 - Painting – Magnum Drywall, Inc.: $1,258,800
10- Roofing, Waterproofing & Sheet Metal – Danny Letner, Inc. dba Letner Roofing Company: $2,443,400
11 – Doors, Frames & Hardware – Star Hardware, Inc.: $979,500
12 - Glazing – Best Contracting Services, Inc.: $400,632
13 – Metal Stud Framing, Insulation, Drywall & Plaster – Superior Wall Systems, Inc.: $2,028,817
14 – Rough Carpentry – Tomahawk Builders, Inc.: $2,411,000
15 - Signage – Fusion Sign: $9,319,498
16 – Food Service – Kitcor Corporation: $2,561,130
17 – General Package A – Bogh Construction, LLC: $20,411,000
19 – Fire Suppression – Pro-Craft Construction: $278,000
20 - Plumbing – Fischer, Inc.: $2,406,704
21 - HVAC – Westland Mechanical: $1,682,000
23 – Site Utilities – ACCO Engineered System, Inc.: $16,977,300
24 – Chain-link & Ornamental Fencing – Econo Fence, Inc.: $12,750,000

25 – Landscape & Irrigation – American Landscape, Inc.: $21,198,000, and

B. That the City Council reject bid from Pacific Structures SC, Inc. as non-responsive on Bid No. 1896 Ontario Sports Empire – Section 02 Concrete Structural and award the bid to the next lowest responsible bidder, and
C. That the City Council reject the bid protest from JPI Development Group, Inc. against ACCO Engineering System as without merit, and
D. Authorize the City Manager, or his designee, to execute two (2) Construction Contracts to provide various construction services for Bid No. 1900 - D&C23-022 – Ontario Sports Empire in the amount of $76,183,627 plus a combined contingency of $7,618,363 for a total not-to-exceed contract amount of $83,801,990, and 03 – Concrete: North Site Concrete – Griffith Company: $26,262,627 and 18 – General Package B – KYA Services: $49,921,000
E. That the City Council reject the bid protest from Bogh Construction, LLC against KYA as it is without merit, and
F. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with FieldTurf, Inc., of Encinitas, California, for the purchase and installation of the Ontario Sports Empire turf in the amount of $38,918,399 plus a 10% contingency of $3,891,840 for total not-to-exceed contract amount of $42,810,239, consistent with the terms and conditions of the CMAS Contract Number 4-06-78-0031A, and
G. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Kompan, Inc., of Austin, Texas, for the purchase and installation of playground equipment for the Ontario Sports Empire in the amount of $8,881,770 plus a 10% contingency in the amount of $888,177 for a total not-to-exceed contract amount of $9,769,947, consistent with the terms and conditions of the OMNIA Contract Number 201701135, and
H. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Key Code Media, Inc., of Burbank, California, for the purchase and installation of the media wall and screens for the Ontario Sports Empire in the amount of $9,231,833 and a contingency amount of $923,000 for a total not-to-exceed contract amount of $10,154,833, consistent with the terms and conditions of the OMNIA Contract Agreement Number 2019.001407, and
I. Authorize the City Manager, or his designee, to execute Amendment No. 3 to the Design Services Agreement with RJM Design Group, of San Juan Capistrano, California, for on-call landscape architectural services for the Ontario Sports Empire in the amount of $1,787,129, increasing the total not-to-exceed contract amount from $1,240,575 to $3,027,704, and
J. Authorize the, City Manager or his designee, to execute Amendment No. 6 to the Professional Services Agreement with Tilden-Coil Constructors, Inc., of Riverside, California, to provide construction management multi-prime services for all facets of the Ontario Sports Empire project in the amount of $25,300,044, increasing the total not-to-exceed contract amount from $45,968,259 to $71,268,303, and
K. Authorize an Amendment to the Agreement with Kizh Nation Resources Management to monitor all groundwork to ensure the Native American Cultural Resources are properly mitigated per the approved Environmental Impact Report in the amount of $814,914, increasing the total not-to-exceed contract amount from $186,046 to $1,000,960, and
L. Authorize the extension of working hours to be Monday through Saturday from 6:00 am to 11:00 pm and on Sunday from 8:00 am to 6:00 pm for the duration of the construction of the Ontario Sports Empire; and
M. Authorize the City Manager, or his designee, to execute all documents required for the

completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

Operate in a Businesslike Manner

Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: The proposed contracts award and amendments in connection with this Agenda Report is $307,215,035 plus a combined contingency of $27,931,111 for a total not-to-exceed contract amount of $335,146,146. If approved, additional appropriations in the Capital Projects-Measure Q Fund will be included in future quarterly budget updates to the City Council for approval, as needed for the Ontario Sports Empire Project.

24 Construction Contracts - Ontario Sports Empire

The proposed contract award to the 24 contractors for the construction of the D&C23-022 Ontario Sports Empire (Bid No. 1896 and Bid No. 1900) is $222,280,946 plus a combined contingency of $22,228,094 for a total not-to-exceed contract amount of $244,509,040. If approved, additional appropriations in the Capital Projects-Measure Q Fund will be included in future quarterly budget updates to the City Council for approval, as needed for the Ontario Sports Empire Project.

FieldTurf, Inc.

The proposed Goods and Services Agreement with FieldTurf, Inc. for the purchase and installation of the turf for the D&C23-022 Ontario Sports Empire is $38,918,399 plus a contingency of $3,891,840 for a total not-to-exceed contract amount of $42,810,239. If approved, additional appropriations in the Capital Projects-Measure Q Fund will be included in future quarterly budget updates to the City Council for approval, as needed for the Ontario Sports Empire Project.

Kompan, Inc.

The proposed Goods and Services Agreement with Kompan, Inc. for the purchase and installation of playground equipment for D&C23-022 Ontario Sports Empire is $8,881,770 plus a contingency of $888,177 for a total not-to-exceed contract amount of $9,769,947. If approved, additional appropriations in the Capital Projects-Measure Q Fund will be included in future quarterly budget updates to the City Council for approval, as needed for the Ontario Sports Empire Project.

Key Code Media, Inc.

The proposed Goods and Services Agreement with Key Code Media, Inc. for the purchase and installation of the media wall for D&C23-022 Ontario Sports Empire is $9,231,833 plus a contingency of $923,000 for a total not-to-exceed contract amount of $10,154,833. If approved, additional appropriations in the Capital Projects-Measure Q Fund will be included in future quarterly budget updates to the City Council for approval, as needed for the Ontario Sports Empire Project.

RJM Design Group, Inc.

The proposed Amendment No. 3 to the Design Services Agreement with RJM Design Group, Inc. for the

additional design services of D&C23-022 Ontario Sports Empire is $1,787,129, increasing the total not-to-exceed contract amount from $1,240,575 to $3,027,704. If approved, additional appropriations in the Capital Projects-Measure Q Fund will be included in future quarterly budget updates to the City Council for approval, as needed for the Ontario Sports Empire Project.

Tilden-Coil Constructors, Inc.
The proposed Amendment No. 6 to the Professional Services Agreement with Tilden-Coil Constructors, Inc. includes the fee adjustment for general conditions of the Ontario Sports Empire in the amount of $25,300,044, increasing the total not-to-exceed contract amount from $45,968,259 to $71,268,303. The total not-to-exceed contract amount of $71,268,303 includes work performed for other projects citywide. If approved, additional appropriations in the Capital Projects-Measure Q Fund will be included in future quarterly budget updates to the City Council for approval, as needed for the Ontario Sports Empire Project.

Kizh Nation Resources Management
The proposed Amendment to the Agreement with Kizh Nation Resources Management is $814,914, increasing the total not-to-exceed contract amount from $186,046 to $1,000,960. If approved, additional appropriations in the Capital Projects-Measure Q Fund will be included in future quarterly budget updates to the City Council for approval, as needed for the Ontario Sports Empire Project.

BACKGROUND & ANALYSIS: On August 6, 2024, the City Council approved the Environmental Impact Report for the Ontario Regional Sports Complex. The Ontario Sports Complex includes a new Professional Baseball Stadium located at the Northwest corner of Riverside Drive and Hellman Avenue and the Ontario Sports Empire. The proposed extended construction hours will allow the City to meet their schedule to have the Ontario Sports Empire completed and operational by November 1, 2026.

On April 10, 2025, 72 bids were received for Bid No. 1896 - D&C23-022 – Ontario Sports Empire. Below is a list of the lowest responsible and responsive bids received:

Bid Package No.	Bidder	Location	Amount
01 – Earthwork, Asphalt Paving	All American Asphalt	Corona, CA	$5,124,118
02 – Concrete: Structural	Gonslaves and Santucci, Inc. dba Conco	Concord, CA	$2,760,000
04 – Concrete: South Site Concrete	Bogh Construction, LLC	Beaumont, CA	$11,980,000
05 – Concrete: East Site Concrete	Bogh Construction, LLC	Beaumont, CA	$4,211,000
06 - Masonry	Winegardner Masonry, Inc.	Yucaipa, CA	$13,805,000
07 – Structural Steel	Anderson Charnesky Structural Steel, Inc.	Beaumont, CA	$10,869,000
08 – Finished Carpentry	K&Z Cabinets Co., Inc.	Ontario, CA	$242,420
09 - Painting	Magnum Drywall, Inc.	San Jose, CA	$1,258,800

10 – Roofing, Waterproofing & Sheet Metal	Danny Letner, Inc.	Orange, CA	$2,443,400
11 – Doors, Frames & Hardware	Star Hardware, Inc.	Ontario, CA	$979,500
12 - Glazing	Best Contracting Services, Inc.	Gardena, CA	$400,632
13 – Metal Stud Framing, Insulation, Drywall & Plaster	Superior Wall Systems, Inc.	Fullerton, CA	$2,028,817
14 – Rough Carpentry	Tomahawk Builders, Inc.	Riverside, CA	$2,411,000
15 - Signage	Fusion Sign	Riverside, CA	$9,319,498
16 – Food Services	Kitcor Corporation	Sun Valley, CA	$2,561,130
17 – General Package A	Bogh Construction, LLC	Beaumont, CA	$20,411,000
19 – Fire Suppression	Pro-Craft Construction, Inc.	Redlands, CA	$278,000
20 - Plumbing	Fischer, Inc.	San Bernardino, CA	$2,406,704
21 - HVAC	Westland Mechanical	Rancho Cucamonga, CA	$1,682,000
23 – Site Utilities	ACCO Engineering Systems, Inc.	Pasadena, CA	$16,977,300
24 – Chain-link & Ornamental Fencing	Econo Fence, Inc.	Jurupa Valley, CA	$12,750,000
25 – Landscaping & Irrigation	American Landscape, Inc.	Canoga Park, CA	$21,198,000

On April 14, 2025, the City received a protest letter from JPI Development Group, Inc. stating that ACCO Engineering's bid was non-responsive due to the absence of a subcontractor listing for surveying services and video documentation of the pipelines. The City responded to JPI Development Group, Inc. in a letter dated April 28, 2025 stating that the protest was without merit. The City determined that the issue raised pertained to the bidder's responsibility, which refers to the bidder's trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract. City Staff concluded that ACCO Engineered Systems, Inc. demonstrated these attributes and all irregularities were waived.

On April 17, 2025, 17 bids were received for Bid No. 1900 - D&C23-022 – Ontario Sports Empire (BC03 & BC18). Below is a list of the lowest responsible and responsive bids received:

Bid Package No.	**Bidder**	**Location**	**Amount**
03 – Concrete: North Site Concrete	Griffith Company	Brea, CA	$26,262,627
18 – General Package B	KYA Services	Santa Ana, CA	$49,921,000

Tilden-Coil Constructors, Inc., the City's construction management company for the Ontario Sports

Empire Project, and City Staff reviewed each bid and each company's qualifications and responsiveness to the bid requirements. Based on the credentials, pricing, and reference checks, Staff recommends awarding Construction Contract D&C23-022 Ontario Sports Empire and D&C23-022 Ontario Sports Empire (BC03 & BC18) to the above referenced companies.

The Ontario Sports Empire will consist of 12 multi-purpose fields and 8 multi-purpose baseball/softball fields, which will utilize artificial turf. Staff recommends approving a Design Services Agreement, utilizing CMAS Contract Number 4-06-78-0031A, for the purchase and installation of the turf at the Ontario Sports Empire with FieldTurf, Inc. since they have provided the turf for other projects within the City. This will standardize the artificial turf used throughout the City, which results in more efficient maintenance over time.

Kompan, Inc. has designed several custom playgrounds for the City. Staff recommends approving a Design Services Agreement, utilizing OMNIA Contract Number 201701135, for the purchase and installation of the custom playground equipment located at the future Ontario Sports Empire.

Key Code Media, Inc., if approved, will design and install the main video wall that is approximately 152 ft by 51 ft. along with 24 other video boards throughout the Ontario Sports Empire. Staff recommends approving a Design Services Agreement with Key Code Media, Inc., utilizing the OMNIA Contract Agreement Number 2019.001407.

On January 21, 2025, the City Council approved Amendment No. 2 to the Design Services Agreement with RJM Design Group for additional design services for Ontario Sports Empire. During the design, there were several changes that were added to the scope of work. These changes include signage/wayfinding, sculptures, revision of the EV charging location, along with expanding the parking lots. If Amendment No. 3 is approved, RJM Design Group will address these design changes to the Ontario Sports Empire, including Design Documents, Construction Documents, and various other as-needed services through the construction of the Sports Empire Project.

On October 15, 2024, the City Council approved Amendment No. 5 to the Professional Services Agreement with Tilden-Coil Constructors, Inc. for additional services for the Professional Baseball Stadium and Parking Structure. If approved, Amendment No. 6 will include additional schematic planning, construction plans, specifications, cost estimates, bidding support, and management oversight for the Ontario Sports Empire.

On October 15, 2024, the City Council approved a contract with Kizh Nation Resources Management for the monitoring of all the earthwork related to the Professional Baseball Stadium and Parking Structure. Part of the Environmental Impact Report was to have the local indigenous tribe monitor earth moving activities to ensure the proper treatment of any Native American artifacts that may be unearthed. If approved, this amendment will cover the remaining monitoring through the completion of the project.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Kitcor Corporation**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Food Services

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Million Five Hundred Sixty-One Thousand One Hundred Thirty Dollars ($2,561,130)**. Payment shall be made as set forth in the General

Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Kitcor Corporation

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

SECTION 00610 – BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, (hereinafter referred to as the "City") has awarded to Kitcor Corporation, Inc., (hereinafter referred to as the "Contractor") an agreement for **Contract No. D&C23-022 Ontario Sports Empire – BC16: Food Services**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of Two Million Five Hundred Sixty-One Thousand One Hundred Thirty DOLLARS, ($2,561,130), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario , with its principal place of business at 303 East "B" Street, Ontario, CA 91764 (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20_____, has awarded to Kitcor Corporation, Inc. hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No. D&C23-022 Ontario Sports Empire – BC16: Food Services** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of Two Million Five Hundred Sixty-One Thousand One Hundred Thirty DOLLARS, ($2,561,130) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Bogh Construction, LLC.,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – General Package A

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Twenty Million Four Hundred Eleven Thousand Dollars**

($20,411,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $15,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Bogh Construction, LLC.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Westland Mechanical, LLC.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – HVAC

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Million Six Hundred Eighty-Two Thousand Dollars**

($1,682,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Westland Mechanical, LLC.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **ACCO Engineered Systems, Inc.,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Site Utilities

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Sixteen Million Nine Hundred Seventy-Seven Thousand Three Hundred Dollars ($16,977,300)**. Payment shall be made as set forth in the

General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

ACCO Engineered Systems, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Fischer, Inc.,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Plumbing

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Million Four Hundred Six Thousand Seven Hundred Four Dollars ($2,406,704)**. Payment shall be made as set forth in the General

Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Fischer, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Kompan, Inc. a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and incorporated into this contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Kompan in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule and Price Lists
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Services
EXHIBIT G:	U.S. Communities Administrative Agreement
EXHIBIT H:	Confidentiality Terms

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Project.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.

Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina.
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
Products:	Refers to all Products that the Company agrees to provide to the City as part this Contract.
Services:	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. TERM. The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. OPTIONAL PRODUCTS AND SERVICES. The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the Proposal statutes, and provided the City is authorized by law to make such purchases without a formal Proposal process.

6. DOCUMENTATION. The Company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.

7. COMPENSATION. The City shall pay the Company for the Products and Services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit A. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENTS.

8.1 The price(s) stated in this Contract shall not increase for the entire five-year term of the Contract. The prices shall also not increase during the two (2), two-year renewal

option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials and in the cost of labor for Installation Services as set forth in Section 8.1.3 of this Contract. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs associated with the manufacture of the Products, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials and Installation Services. The request must state and fully justify the proposed price increase per unit or per installation over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 Except as provided below, no proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract. Price adjustments, including increases and decreases, shall be made for Installation Services in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Industry Group Construction – Item Code 2381-Foundation, Structure, and Building Exterior Contractors if such percentage exceeds two percent (2%). The percentage difference between the PPI issued for October, 2017, and the PPI issued for each October of the year of requested adjustment will determine the maximum allowable adjustment of the original Contract prices for Installation Services.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry

market. Any new or replacement items added may be subject to Proposal statute requirements. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING**. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING.** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. **REPORTING.** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. **AUDIT.** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES**. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Washington, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the Products and Services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS. All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME. When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Proposal shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Proposal specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and high-grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. DESIGN AND/OR MANUFACTURER REQUIREMENT. All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.

19. INSPECTION AT COMPANY'S SITE. The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY.

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

20.3 Shipping. The Company shall follow all shipping instructions included in the RFP, the City's purchase order or in the Contract.

21. ACCEPTANCE OF PRODUCTS/SERVICES. The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of Products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. GUARANTEE. Unless otherwise specified by the City, the Company guarantees the materials and workmanship on all Products and Services for the guarantee period associated with a specific product or services, as specified in Company documentation and quotation. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or

adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. NO LIENS. All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. MANUFACTURER OR DEALER ADVERTISEMENT. No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. RIGHT TO COVER. If the Company fails to comply with any term or condition of the Contract or the Company's response to the RFP, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

(A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

(B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the RFP.

26. RIGHT TO WITHHOLD PAYMENT. If Company breaches any provision of the Contract the City shall have the right to withhold all payments related to the breach due to the Company until such breach has been fully cured.

27. OTHER REMEDIES. Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. TERMINATION.

28.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

28.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and

performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

28.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or

28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

28.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

28.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

28.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

28.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

28.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company

hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

28.8.3 Performing the transition service plan activities;

28.8.4 Answering questions regarding the Products and Services on an as-needed basis; and

28.8.5 Providing such other reasonable Services needed to effectuate an orderly transition to a new system.

29. NO DELAY DAMAGES. Under no circumstances shall the City be liable to the Company for any damages arising from delay in performance for reasons other than a Force Majeure Event.

30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. INDEMNIFICATION. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City

and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

33. INSURANCE. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, Services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or Services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 32.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five (5) years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. COMPANY WILL NOT SELL OR DISCLOSE DATA. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. WORK ON CITY'S PREMISES. The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.

37. BACKGROUND CHECKS. The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

a. Criminal records search,

b. Identification verification; and

c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform Services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

38.3 Notify each employee that as a condition of employment, the employee will (i) aProposale by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Kerrin Smith	Karen Ewing
Kompan, Inc.	Procurement Management Division
821 Grand Avenue Parkway	600 East Fourth Street
Pflugerville, TX 78660	Charlotte, NC 28202
Phone: 888.579.8223	Phone: 704.336.2992
Fax: 888.579.8224	Fax: 704.632.8254
E-mail: kersmi@kompan.com	E-mail: kewing@charlottenc.gov
With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. SUBCONTRACTING. The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. Could not have been prevented by reasonable precaution;
B. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42. CONFIDENTIALITY. Each party shall adhere to the Confidentiality Terms stated in Exhibit H of this Contract.

43. MISCELLANEOUS.

43.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the RFP and the Proposal are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

43.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

43.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

43.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 43.8 constitutes an assignment.

43.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

43.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

43.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

43.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

43.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

43.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

43.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

43.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 12	"Audit"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 27	"Other Remedies"
Section 28	"Termination"
Section 32	"Indemnification"
Section 33	"Insurance"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 43	"Miscellaneous"

43.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

43.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

43.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.

43.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single Product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no

financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

43.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *contained in Title 2 C.F. R. § 200 et seq.*

43.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY: _____

PRINT NAME: KERRIN SMITH

TITLE: PRESIDENT

DATE: APRIL 26th, 2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: _____

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: _____

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

Shelter Price List #3000-2017

Item No.	Description	Diameter	Price
SII-8032D-MR29	Steel Frame, 8000 Series, Double Tier Hexagonal, with Metal Roof and Tongue & Groove Roof Decking	32'	$27,272
SII-8516P	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Guage Pre-Cut Metal Roof	16'	$9,997
SII-8524P	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Guage Pre-Cut Metal Roof	24'	$16,363
SII-8516-FS	Steel Frame, 8500 Series, Octagonal Shelter with Fiberglass Shingles & Tongue & Groove Roof Decking	16'	$10,139
SII-8524-FS	Steel Frame, 8500 Series, Octagonal Shelter with Fiberglass Shingles & Tongue & Groove Roof Decking	24'	$17,191
SII-8516-MR29	Steel Frame, 8500 Series, Octagonal Shelter with Metal Roof and Tongue & Groove Roof Decking	16'	$10,935
SII-8524-MR29	Steel Frame, 8500 Series, Octagonal Shelter with Metal Roof and Tongue & Groove Roof Decking	24'	$18,226
SII-8524DP	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Guage Pre-Cut Metal Roof	24'	$18,592
SII-8532DP	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Guage Pre-Cut Metal Roof	32'	$28,164
SII-8524D-FS	Steel Frame, 8500 Series, Double Tier Octagonal w Fiberglass Shingles & Tongue & Groove Roof Decking	24'	$17,168
SII-8532D-FS	Steel Frame, 8500 Series, Double Tier Octagonal w Fiberglass Shingles & Tongue & Groove Roof Decking	32'	$29,285
SII-8524D-MR29	Steel Frame, 8500 Series, Double Tier Octagonal, with Metal Roof and Tongue & Groove Roof Decking	24'	$20,055
SII-8532D-MR29	Steel Frame, 8500 Series, Double Tier Octagonal, with Metal Roof and Tongue & Groove Roof Decking	32'	$32,040
Prices do not include freight, installation or engineered drawings			

Musical Pieces Price List #4000-2017

Item No.	Description		Price
FRN-CADENCE	13 Note Tenor Marimba	In Ground	$3,790.00
FRN-CONTRABASSCHIMES	7 Aluminum Chimes	In Ground	$5,678.00
FRN-DUET	18 Note Resonated Xylophone/Marimba	In Ground	$3,726.00
FRN-IMBARIMBA	22 Note Resonated Marimba	In Ground	$4,682.00
FRN-LILYPADCYMBALS	10 Note Aluminum Discs	In Ground	$2,800.00
FRN-MANTARAY	36 Note Metallophone	In Ground or Surface Mount	$4,695.00
FRN-PAGODABELLS	8 Stainless Steel Bells	In Ground	$3,718.00
FRN-PEGASUS	23 Note Resonated Metallophone	In Ground	$4,549.00
FRN-SWIRL	26 Note Resonated Metallophone	In Ground	$5,652.00
FRN-TUNEDDRUMS	Set of 5 PVC Hand Drums-Normal	In Ground	$3,218.00
FRN-TODDTUNEDDRUMS	Set of 5 PVC Hand Drums-Toddler	In Ground	$3,609.00
FRN-YANTZEE	10 Bass Note Resonated Metallopho	In Ground	$4,308.00
FRN-ARIA	9 Note Non-resonated Xylophone	In Ground	$1,938.00
FRN-GRIFFIN	11 Note Resonated Metallophone	In Ground	$3,252.00
FRN-JACK	11 Note Resonated Metallophone on molded plastic frame	In Ground	$2,585.00
FRN-JILL	11 Note Resonated Marimba	In Ground	$2,585.00
FRN-MELODY	9 Note Resonated Xylophone	In Ground	$1,783.00
FRN-MERRY	11 Note Resonated Metallophone	In Ground	$2,619.00
FRN-RHYTHM	9 Note Resonated Marimba	In Ground	$1,783.00
FRN-PIPER	11 Note Resonated Marimba, fiberglass keys	In Ground	$2,602.00
	ENSEMBLES		
FRN-WEENOTES	Griffin, Merry & Piper	3 Weenotes	$7,702.00
FRN-STARTER	Duet, Drums & Yantzee	3 Instruments	$10,175.00
FRN-DELUXE	Imbarimba, Swirl, Yantzee, Drums	4 Instruments	$15,922.00
FRN-PREMIUM	Contrabass Chimes, Imbarimba, Swirl, Pegasus, Drums	5 Instruments	$21,194.00
FRN-SCULPTURAL	Contrabass Chimes, Lilypad Cymbals, Manta Ray, Swirl, Pagoda Bells & Aria	6 Instruments	$21,896.00
Prices do not include freight or installation			

Park Furniture Installation Price List #5000

STATE	DESCRIPTION	RATE
INSTALLATION	Installation of Park Benches	$270.00
INSTALLATION	Installation of Picnic Tables	$310.00
INSTALLATION	Installation of Litter Receptacles	$230.00
INSTALLATION	Installation of Bike Racks	$425.00
INSTALLATION	Installation of Swing Benches	$540.00
INSTALLATION	Installation of Planters	$310.00

Rates are a maximum allowable percentage rate under the contract.

Minimum Installation Fee of $5,000.00

Installation rates do not include Prevailing Wages. Please ask for a quote with Prevailing Wage Rates, if applicable.

Unless otherwise noted in the quote, the installation charge includes the below:

- **Receiving shipment on site and off-loading equipment**
- **Layout and excavation of footing holes for equipment provided by KOMPAN**
- **Assembly of equipment provided by KOMPAN**
- **Concrete footings (where applicable)**

Below is a list of services that are not automatically included in the quote for product installation, but may be available for an extra charge

Please inquire with your local KOMPAN sales associate for details:

- **Off-site disposal of packaging from delivered equipment**
- **Removal of excavated soil from site**
- **Additional site excavation not involving equipment footings**
- **Permits**
- **Storage of Equipment**
- **Site Fence – Security**
- **Installation in stages**
- **Non-standard working hours (i.e. nights, weekends, holidays)**

Unless otherwise noted, the quoted installation charge assumes the following site conditions:

- **Adequate access to the site for vehicles and equipment**
- **A flat, level site (less than 1% grade) with no existing surfacing, drain rock, or other landscaping material**
- **Clear markings of play site borders and finished grade height**
- **Good soil conditions for excavation (i.e. no large rocks, tree roots, underground structures, etc.)**
- **All underground utilities marked clearly by customer prior to installation crew arriving on site and without those utilities interfering with necessary footing holes**
- **If products are ordered as "surface mount" and will be anchored to an existing concrete slab, that the slab meets the thickness and strength requirements associated with the equipment.**

If any of the above site conditions are not met, this may result in an inability to complete the installation and/or may result in additional installation charges.

EXHIBIT B
INSTALLATION FEES

The following Installation Fees are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.

EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.



U.S. Communities Supplier Information Section 7 (continued)

- **By partnering with best in class suppliers of site amenities, surfacing and other associated playground products, KOMPAN ensures that we always offer the best quality and highest technologically advanced products in their class to the market.**

Qualifications, Experience and Project Management Capabilities

1. Identify your company's authorized distributors and installers by U.S. state:

KOMPAN's Authorized Distributors by U.S. state	
Distributor (Agency Partner)	**Territory by State**
ABC Playgrounds	Arkansas
All Play+	Pennsylvania
American Athletix	Ohio, Michigan
Creative Recreational Design, Inc.	New Mexico
Custom Playground Solutions	Missouri
Highwire	Washington, Hawaii, Alaska
Imagine Nation	Illinois, Iowa
K2 Recreation	Oregon, Idaho, Washington
Latta's	West Virginia
Meaning 2 Play	South Carolina
Playspace Design	Utah, Idaho, Montana, Nevada
Practice Sports	Nebraska
Recreation Insights	Kentucky, Indiana
Recreation Republic	California
Summit Recreation	Colorado, Wyoming
Ultimate Playgrounds	Wisconsin, Minnesota, North Dakota, South Dakota
Versa Sport	Kansas



Scope of Services Section 4

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

IPEMA certificates for the sample playgrounds are attached, labeled Exhibit 28

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

WEST ZONE	
Installer Name	**Installer Address**
PSI	1747 Colgate Dr. Thousand Oaks, California 91360
Central Coast Playgrounds	4285 Parkdale Lane, Santa Maria, California 93455
Cicero Engineering	1372 East Valencia Drive, Fullerton, California 92831
Who Built Creative	P.O. Box 5207, Petaluma, California 94955
Zasuetta Contracting Inc.	Po Box 866, Spring Valley, California 91976
Recreation Science	1310 Sierra Oaks Lane, Colfax, California 95713
T.J Janca Construction Inc.	2328 N. Batavia Street, Orange County, California 92865-2026
Playgrounds Unlimited	980 Memorex Dr. Santa Clara, California 95050
Perpetual Parks and Playgrounds	43407 Tylman Street, Temecula, California 95292
Creative Contractors	PO Box 80784, Rancho Santa Margarita, California 92688

(list continued next page…)

Scope of Services Section 4 (continued)

WEST ZONE	
Installer Name	**Installer Address**
Creekmore Recreation Specialists	3203 California Ave, Carmichael, California 95608
K2 Recreation Inc.	7227 N Philadelphia St #403, Portland, Oregon 97203
Takamine Construction	851 Leilani Street, Hilo, Hawaii 96720
Cascade Mini Excavating Inc.	1266 Bay Loop Southwest, Tumwater, Washington 98512
Cascadian Landscaping	21510 NW Farm Park Dr. Hillsboro, Oregon 97124
Community Playgrounds	200 Commercial, Vallejo, California 94589
G.R. Morgan Construction	10536 S.W. 25th Avenue, Portland, Oregon 97219
Goto Construction Inc.	42-273 Old Kalanianaole Hwy, Kailua, Hawaii 96734
Jayne's Brothers	704 Cayo Grande Court, Newbury Park, California 91320
R&R Construction Inc.	P.O. Box 8236, Bonney Lake, Washington 98390
Playco Park Builders Inc.	155 South Garrison Street, Lakewood, Colorado 94954
Progressive Playgrounds	12784 N. 3rd Street, Parker, Colorado 80134
Quality Time Recreation	PO Box 471, Clearfield, Utah 84089

(list continued next page…)





Scope of Services Section 4 (continued)

CENTRAL ZONE	
Installer Name	**Installer Address**
Midwest Playground Contractors	500 N. Pine St Suite 104, Chaska, Minnesota 55318
PG Playgrounds	5615 E. Huffman Drive , Kechi, Kansas 67067
Pro Installation Plus	5807 Hibiscus Trail, Crystal Lake, Illinois 60012
Vela Construction	24830 Outer Dr. Lincoln, Michigan 48146
Versasport	2705 N. Pepper Ridge, Wichita, Kansas 67205

EASTERN ZONE	
Installer Name	**Installer Address**
Avon Corporation	5621 Vine Street, Alexandria, Virginia 22310
Buzz Burger Inc.	500 S Whitehorse Rd, Phoenixville, Pennsylvania 19428
Custom Park Services	8019 E. Old Jessup Road, Jessup, Maryland 20794
Gassner Contracting	122 Markle Road, Belle Vernon, Pennsylvania 15012
Green Acres Landscape & Construction Co. Inc.	21 Malbone Street, Lakeville, Massachusetts 02347
Level Ground	6251 80th Street, Middle Village, New York 11379
Meaning 2 Play	106 Casco Bay Rd, Irmo, South Carolina 29063
P&J Lawn Landscaping Inc.	P.O. Box 104, Harwington, Connecticut 06791

(list continued next page…)

EASTERN ZONE	
Installer Name	**Installer Address**
P&P Installations	617 Tim Hill Rd (P.O Box 222), Marathon, New York 13803
Pat Corsetti Inc.	610 Fenimore Ave, Mamaroneck, New York 10543
Playtime Installs LLC	501 Maplewood Ave., Mohnton, Pennsylvania 19540
Probuilt	P.O. Box 991, Marshfield, Massachusetts 02050
Reale Associates Inc.	PO Box 2316, Ocean Bluff, Massachusetts 02065
Reese Construction	3720 Lucky Dr. Apex, North Carolina 27539
Rich Picerno Builders	500 Hoiles Drive, Kenilworth, New Jersey 07033
UA Construction	71 West 23rd Street, New York, New York 10010
Dicarlo Home Improvements	9974 Blackberry Lane, Great Falls, Virginia 22066

MULTIPLE ZONE	
Installer Name	**Installer Address**
Evans Recreation	P.O. Box 42607, Las Vegas, Nevada 89116
Playgrounds of the Rockies	3295 South Fairplay St, Aurora, Colorado 80014
Green Apex Roofing & Construction LLC	5333 Richmond Ave #15, Houston, Texas 77056
JP and Sons Contracting Inc.	18937 E Vía Del Verde, Queen Creek, Arizona 85142
Michigan Recreational Construction Inc. (MRC)	P.O. Box 2127, Brighton, Michigan 48116
Precision Playgrounds Holdings	6440 Southpoint Parkway, Floor 3, Jacksonville, Florida 32216
The Playground Guys Inc.	5600 SE Lamay Drive, Stuart, Florida 34997



EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.

All freight charges are prepaid to the carrier by KOMPAN and added to the invoice as a separate line item to the customer.

EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.



Scope of Services Section 4 (continued)

4.12 Warranty.

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Warranty documents for all proposed products attached.

Warranty Response Time	
Product	**Response Time**
KOMPAN Playground Equipment	**4 -8 business days***
KOMPAN Outdoor Fitness Equipment	**4 -8 business days***
Engineered Wood Fiber	**5 business days**
Pour In Place Rubber	**5-10 business days**
Rubber Mulch	**5 business days**
Artificial Turf	**5-10 business days**
Rubber Tiles	**5-10 business days**
Site Amenities	**5-10 business days**
Shelters	**5-10 business days**
Shades	**5-10 business days**
Installation Services	**1- 3 business days**
	***For customized or discontinued products additional time may be required.**

2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
KOMPAN's Warranty period start date will be at time of substantial completion.

3. Availability of replacement parts.
Replacement parts will at the minimum, be available for the duration of the warranty period.

4. Life expectancy of equipment under normal use.
KOMPAN has been producing playground equipment since the 1970's and we still have some equipment in the field from that time period. Local climate conditions, maintenance, and usage can affect the life expectancy of equipment. Equipment is built to last through several generations, and can last over 20 years if properly maintained.
The life expectancy of surfacing products is based on the climate, environment, proper drainage, usage and maintenance. The minimum life expectancy matches the number of years the product is under warranty. Site amenities have varied life expectancy based upon the type of materials and the care and maintenance of the product. The minimum life expectancy matches the number of years the product is under warranty.

5. Detailed information as to proposed return policy on all equipment.
Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items

EXHIBIT F
SCOPE OF SERVICES

The following Scope of Work is an Exhibit to and incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency. Some parts may take longer than two weeks, and that will be communicated at the time the order is placed.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on limited number of configurations, with no up charge. Participating Public Agencies should consult with their local Sales Representative for Lead times for specific products as times vary based upon type of product.

    a. Most of the Company's bestselling Products are stocked in our Middletown, Pennsylvania storage facility and can be shipped for immediate delivery – one to seven days, dependent upon the delivery location.

    b. 64% of the Company's Products will be shipped for delivery from the east coast within five weeks.

    c. 26% of the Company's Products will be shipped for delivery from the east coast within eight weeks.

    d. The remaining 10% of the Company's Products have delivery times that are dependent on the customizations, color and material selections as these Products are highly specialized and a result of project collaboration with the customer.

2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.

3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.

4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.

5. The Company shall authorize immediate replacement of any item that has been damaged in transit.

6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.
The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.
The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.
The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.
The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment: 3) Site Accessories; 4) Surfacing Materials; 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID

3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
   - Number of ground level components
   - Number of accessible ground level components
   - Number of elevated components
   - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018). Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT H
CONFIDENTIALITY TERMS

This Exhibit H is an exhibit to the Contract to Provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte, a North Carolina municipal corporation (the "City"), and Kompan.Inc., a corporation doing business in North Carolina (the "Company"). Unless otherwise stated in this Exhibit, the defined terms stated herein shall have the same meanings ascribed to them in the main body of the Contract.

1. **CONFIDENTIAL INFORMATION**. "Confidential Information" means any information, in any medium (whether written, oral or electronic), obtained from the City or the Company or any of their respective suppliers, contractors or licensors which falls within any of the following general categories:

   1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or the Company or any of their respective suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

   1.2. *Information marked "Confidential" or "Proprietary."*

   1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

   1.4. *Any attorney / client privileged information disclosed by either party.*

   1.5. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.*

   1.6. *Personal identifying information about individuals that the City is prohibited from disclosing by law*, including:
   (a) Social security or employer taxpayer identification numbers.
   (b) Drivers license (drivers license numbers are not included if the number appears on law enforcement records), State identification card, or passport numbers.
   (c) Checking account numbers.
   (d) Savings account numbers.
   (e) Credit card numbers.
   (f) Debit card numbers.
   (g) Personal Identification (PIN) Code as defined in G.S. 14-113.8(6).
   (h) Digital signatures.
   (i) Any other numbers or information that can be used to access a person's financial resources.
   (j) Biometric data.
   (k) Fingerprints.
   (l) Passwords.

   1.7. *The security features of the City's electronic data processing systems, information technology systems, telecommunications networks, and electronic security systems,*

including passwords, security standards, security logs, procedures, processes, configurations, software and codes.

1.8. *Local tax records of the City that contain information about a taxpayer's income or receipts.*

1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*

1.10. *Building plans of City-owned buildings or structures, as well as specific details of public security plans.*

1.11. *Billing information of customers compiled and maintained in connection with the City providing utility services.*

1.12. *Plans to prevent or respond to terrorist activity*, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).

1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

The information described in Sections 1.1 through 1.13 is a subcategory of Confidential Information called "Highly Restricted Information." Highly Restricted Information is subject to all requirements applicable to Confidential Information, but is also subject to additional restrictions as set forth in this Exhibit H.

The parties acknowledge that Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

Notwithstanding the above, contracts between the Company and the City are not Confidential Information and will be considered public records, except for attached exhibits that: (a) meet the legal requirements for trade secrets; and (b) are clearly identified as such.

2. **RESTRICTIONS AND REQUIREMENTS.** Each party shall comply with the following restrictions and requirements regarding Confidential Information:

2.1. Neither party shall copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by written agreement of the parties or by the written consent of the other party.

2.2. Neither party shall, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party, other than an agent, subcontractor or vendor of the City or the Company who: (a) has a need to know such Confidential Information for purposes contemplated by this Contract, and (b) has executed a confidentiality agreement incorporating substantially the form of this Exhibit H. Notwithstanding the foregoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City's prior written consent.

2.3. Neither party shall use any Confidential Information of the other for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

2.4. Neither party shall remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.

2.5. Each party shall use reasonable efforts to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the party upon which the demand is made shall notify the other party of the demand, and shall cooperate with and reasonably assist the other party in seeking a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information.

2.8. Each party shall restrict employee access to the Confidential Information of the other party to those employees having a need to know for purposes of carrying out the business relationships contemplated by this Contract.

2.9. The Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.

2.10. Each party shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Exhibit H. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Exhibit H, including compliance with the City's Restricted Data Policy.

2.11. The Company shall further ensure that each person who obtains access to Confidential Information through the Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Exhibit H and the City's Restricted Data Policy.

3. **EXCEPTIONS**. The disclosing party to this Contract agrees that the receiving party ("Recipient") shall have no obligation with respect to any Confidential Information that the Recipient can establish:

3.1. was already known to Recipient prior to being disclosed by the disclosing party;

3.2. was or becomes publicly known through no wrongful act of Recipient;

3.3. was rightfully obtained by Recipient from a third party without similar restriction and without breach hereof;

3.4. was used or disclosed by Recipient with the prior written authorization of the other party;

3.5. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Recipient shall first give to the other party notice of such requirement or request;

3.6. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Recipient shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

4. **DATA**. The Company will treat as Confidential Information all data provided by the City or processed for the City or for citizens under this Contract (including metadata). Such data shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.

5. **PUBLIC RECORDS**. Notwithstanding anything contained herein to the contrary, the parties recognize and acknowledge that the City is a subdivision of the State of North Carolina and is, therefore, subject to the North Carolina Public Records Act (the "Act") at N.C. Gen. Stat. 132-1 et seq. The parties further acknowledge that any Confidential Information that is a public record under North Carolina law may be released and disclosed by the City pursuant to the Act, and that any such release or disclosure shall not in any way constitute a breach of this Contract, nor shall the City be liable to the Company for such release or disclosure.

   In the event the City receives a request for disclosure of Confidential Information which the Company has specifically marked "Confidential" or "Proprietary" the City shall give the Company written notice of such request (the "Notice of Request for Disclosure"). In the event the Company has a reasonable basis for contending that the disclosure of such Confidential Information is not required by the Act, the Company shall within ten (10) days after receipt of the Notice of Request for Disclosure notify the City in writing of its objection to disclosure and the basis therefor. The Company shall indemnify, defend and hold harmless the City from and against all losses, damages, liabilities, costs, obligations and expenses (including reasonable attorneys' fees) incurred by the City in connection with any refusal by the City to disclose Confidential Information after receiving an objection to disclosure from the Company. If the City receives no written objection from the Company within ten (10) days after the Company's receipt of a Notice of Request for Disclosure, the City shall disclose the Confidential Information referenced in the Notice of Request for Disclosure.

   Notwithstanding the foregoing, the parties agree that the computer database information that the City is required to disclose under N.C. Gen. Stat. §132-6.1 shall not be deemed Confidential Information, and that the City shall be entitled to disclose such information without notice to the Company.

6. **REMEDIES**. Each party acknowledges that the unauthorized disclosure of the Confidential Information of the other will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if a party breaches its obligations hereunder, the other party

shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

Nothing in this Contract shall be deemed to eliminate or lessen any obligation either party may have at law with respect to protecting the confidentiality of Confidential Information, except as the provisions of this Contract expressly authorize the release of Confidential Information.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Key Code Media, Inc.,** a **Corporation** with its principal place of business at **270 S. Flower Street, Burbank, CA 91502** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **media wall at the Ontario Sports Empire** services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **May 20, 2025,** to **December 27, 2026**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Nine Million Two Hundred Thirty-One Thousand Eight Hundred Thirty-Three Dollars ($9,231,833**) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates Dan Beers, Design & Construction Director, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates Brian Boring, Director of Product Development, or his designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* $3,000,000 MINIMUM per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 MINIMUM per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 MINIMUM per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Builder's Risk ["All Risk"]. The City shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the existing buildings where Work is being performed for the Project included within the Contract Documents. Coverage is to insure against risks of accidental direct physical loss. Contractor shall be responsible for the applicable Fifty Thousand Dollar ($50,000) deductible under the City builder's risk insurance policy for damage to work of Contractor or any Subcontractor of any tier including damage to work of other Contractors caused by Contractor or its Subcontractors.

6.2.4 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.5 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or

equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum 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. All policies shall waive any right of subrogation of the insurer against

the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall

not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. Since 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 Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. 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.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered

Vendor caused delay and shall not be compensable by the City. Vendor 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 Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

Key Code Media, Inc.
270 S. Flower Street,
Burbank, CA 91502

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Dan Beers, Design & Construction

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

12.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor 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 Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

12.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND KEY CODE MEDIA, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

KEY CODE MEDIA, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"

SCOPE OF SERVICES

PLEASE SEE ATTACHED

Key Code Media, Inc. - California
270 S. Flower Street
Burbank, CA 91502
818-303-3900
www.keycodemedia.com

OMNIA Partners Contract | City of Ontario | Ontario Sports Empire | New Video Board & Displays

Quote # 237857 Version 5

Prepared for:

City of Ontario

Prepared by:

Brian Boring

OMNIA Partners Contract | City of Ontario | Ontario Sports Empire | New Video Board & Displays
Prepared for: City of Ontario

Mar 21, 2025

OMNIA Contract

No.	Part #	Description	Qty	Price	Ext. Price
OMNIA Contract Agreement No 2019.001407 Key Code Media is the preferred resource for audiovisual equipment, installation, and aftermarket support. We approach both complex projects and equipment procurement with a high-touch customer service focus, ensuring equipment is delivered, installed, and adopted by a customer successfully. We focus on your vision and business needs, deploying solutions that work today and into the future, keeping you ahead of technology. (Calif C7 & C10 contractor's #1010561) Key Code Media solutions are available on a cooperative contract from the University of California and offered to OMNIA Partners participants nationwide.					

Video Board Specifications

SCREEN SPECIFICATION PER SCREEN*:			
Product:	A0625 (6.66 mm)	**Primary Data Runs Required:**	29
Dimension (WxH):	46.080 m x 15.360 m = 707.79 sqm 151.18 ft x 50.39 ft = 7617.96 sqft	**Max Panels of Data Cascade:**	20
		Max Power Requirement:	417595 W
Diagonal:	48.57 m / 1,912.31 in / 159.36 ft	**Heat Load:**	997385 BTU/hr
Aspect Ratio (WxH):	3.000 : 1	**AC Main Power Cables Required:**	116 @208V/20.0A OR 192 @120V/20.0A
Weight:	20160 kg / 44445 lbs		
Resolution (WxH):	6912 x 2304	**AC Circuit Single Outlet Required:**	0 @208V/20A Circuits OR 0 @120V/20A Circuits
Panels Matrix (WxH):	36 x 16(1280mm x 960mm)		
Panels Per Screen:	576	**Max Panels Of Power Cascade:**	5 @208V OR 3 @120V
Total Screen:	1		

Video Board

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
ABSEN	C6606-1-01	Absen A0621 (1280mm x 960mm) Digital Signage Display - LCD - LED - 10000 Nit Pixel Pitch: 6.66 mm; Dimension(WxHxD): 50.4x37.8x2.76 in; Weight: 68.3 lbs/panel; Brightness: 10000 nits; ColorDepth: 16 bits; Contrast Ratio:9000:1; Power Consumption:811 W/panel; IP rating: IP65/IP54; Front Serviceable;Rear Servicable;Certification: FCC+ETL	576	Y	20.00%	$4,899.00	$3,527.20	$3,919.20	$2,257,459.20
ABSEN	C6600-0-05	NEW A Series Main Power Cable, 10m	192	Y	20.00%	$80.00	$64.00	$64.00	$12,288.00
ABSEN	C6600-0-06	NEW A Series Main Data Cable, 20m	33	Y	20.00%	$80.00	$64.00	$64.00	$2,112.00
ABSEN	C6616-1-01	A0625 top module - 320x480 mm	233	Y	20.00%	$370.00	$296.00	$296.00	$68,968.00
ABSEN	C6616-1-03	A0625 bottom module - 320x480 mm	233	Y	20.00%	$370.00	$296.00	$296.00	$68,968.00
ABSEN	C6616-1-02	A25 Series Power supply & main HUB Power supply & main HUB & A5s plus Receiving Card	18	Y	20.00%	$280.00	$224.00	$224.00	$4,032.00
ABSEN	C6616-1-04	A25 Series Power supply & switch HUB	18	Y	20.00%	$240.00	$192.00	$192.00	$3,456.00
ABSEN	D8600-0-00	Absen Free 3% spare parts including Modules, Receiving cards, Power supply and HUB	18	N	0.00%	$0.00	$0.00	$0.00	$0.00

Video Board

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
NOVA STAR	F8000-0-39	Nova H5 main cabinet	2	N	0.00%	$1,249.00	$0.00	$1,249.00	$2,498.00
NOVA STAR	F8000-0-49	H Series Output Card - (16) RJ45 + (2) Fiber	4	N	0.00%	$1,399.00	$0.00	$1,399.00	$5,596.00
NOVA STAR	F8700-0-04	NS060-5A brightness sensor	2	N	0.00%	$117.00	$0.00	$117.00	$234.00
NOVA STAR	F8700-0-01	Multi-functional box	2	N	0.00%	$184.00	$0.00	$184.00	$368.00
NOVA STAR	F8000-0-86	H Series Input Card - (2) HDMI2.0+(2)DP1.2	8	N	0.00%	$1,779.00	$0.00	$1,779.00	$14,232.00
NOVA STAR	F8000-0-42	H Series Input Card - (2) HDMI 1.3+(2) HDMI 1.4 ; (ps: (4) HDMI) H Series Input Card - (2) HDMI 1.3+(2) HDMI 1.4 ; (ps: (4) HDMI)	4	N	0.00%	$719.00	$0.00	$719.00	$2,876.00
NOVA STAR	F8000-0-07	Single mode optical fiber converter	4	N	0.00%	$2,500.00	$0.00	$2,500.00	$10,000.00
NOVA STAR	F8000-0-08	10G SFP MODULE Single mode	4	N	0.00%	$150.00	$0.00	$150.00	$600.00
NOVA STAR	F8000-0-51	H-800W Backup Power Supply	2	N	0.00%	$159.00	$0.00	$159.00	$318.00
NOVA STAR	F8000-0-55	12G SDI input card - H Series Input card	8	N	0.00%	$1,399.00	$0.00	$1,399.00	$11,192.00

OMNIA Partners Contract | City of Ontario | Ontario Sports Empire | New Video Board & Displays
Prepared for: City of Ontario

Mar 21, 2025

Video Board

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
ABSEN	S2501-0-6	Guided Installation Service "161-200 Panels Installation Support Package (2 weeks notice)Including onsite installation guidance/Commissionin g/Training/Install damaged pixels repair at ASC"	1	N	0.00%	$45,000.00	$0.00	$45,000.00	$45,000.00
ABSEN	FREIGHT	Estimated Shipping, Subject to Changes	1	N	0.00%	$60,000.00	$0.00	$76,381.00	$76,381.00
	TARIFFS	TARIFFS	1	N	0.00%	$167,958.02	$0.00	$167,958.02	$167,958.02
	CONTAINERS	Three (3) Shipping Containers	1		0.00%	$18,000.00	$0.00	$18,000.00	$18,000.00

Subtotal: **$2,772,536.22**

Video Board Support Structure

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
AMD	AMD_PIP_Outd oor	Poured- in- place Post-Outdoor mount Outdoor Mount: 151'x50'HCabinet Configuration: 36x16H (1280mm x 960mm) LED manufacturer: Absen A0821 (6mm) Poured in place designSill height: 23' AFFMount to be designed by Structural engineer provided by customerBracing (Post to Post)-Tube size TBC by PE/SE provided by customerLED static interface brackets to receive LED cabinetsMicro adjustmentsMain structure to handle windloads or seimic or what ever may govern based on siteconditions.Construct	1	N	0.00%	$0.00	$0.00	$2,918,217.14	$2,918,217.14

Video Board Support Structure

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
		ed out of steel.HSS post with concrete footings or below grade designUtilize Steel HSS14"x14"x1/2" column supports with HSS 7"x7"x1/2" bracesperpendicular to the wall, spaced ~10' on center, in order to resist out-of-plane wind andseismic forces. Utilize steel angle X-bracing parallel to the wall to resist in-plane loads.Uplift will be resisted using 6' wide x ~30' long cast-in-place/reinforced concrete buriedfoundations beneath each column and brace.Field connections will be bolted.(Sizes of material are subject to change after calculations)ALL Welders should be certified. (Excludes: Certified shop) AMD_ENGAMD engineering team to coordinate all design with third party PE/SE provided bycustomer. See exclusionsAMD Team to lead the manufacturing steps and capabilities based on prefabricatedpieces and mechanical onsite attachment points.AMD team to coordinate and lead the materials options based on capabilities and pricing.ANY changes to design, manufacturing capabilities, or material selections not agreed byAMD will result in change of price.AMD_PNLTrim Kit around LED"Picture frame" design-1.5" in face widthMade from outdoor materialCATWALKRear catwalk additionPosts to have same design as main LED structure-Posts: TBC by SE/PESlip resistant material3-4' Feet in depthSafety Rails-							

OMNIA Partners Contract | City of Ontario | Ontario Sports Empire | New Video Board & Displays
Prepared for: City of Ontario

Video Board Support Structure

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
		Harness connecting locationsBuilt in ladders with handrails-Made from sheet metal-Steps with grip for safetyHatch door for next level accessFINISH/COLOR Sand blasted procesTnemec coatingZincL691095Polyamidoamine Epoxy/Aliphatic Acrylic PolyurethanePER Tnemec coating Dynaflux 309-16 is not Required							
AMD	AMD_MISLBT	miscellaneous Labor Profressional Unloading Services4 Techs on site2 Days (10 HR Days)Travel & LaborIncludes equipment required-ForkliftPrevailing wagesScope of work:Techs on site to unload AMD FrameStore mount in area provided by clientExcludes: Double Time, Sunday work, Holiday work	1	N	0.00%	$0.00	$0.00	$60,870.00	$60,870.00
AMD	AMD_LBT_ Local	Team Labor_ Local Installation Team Installation (Ontario)Miles and Labor6 Techs33 Days on site-10 HRS Daily: Monday-SaturdayPrevailing wagesScope of work:Installation of mountAlign and plumb wall structureExcludes: Sunday work, Night work, Holidays, Crane/Lift rental, LED installation, Generalconstruction, AV installation, Union rates	1	N	0.00%	$0.00	$0.00	$1,046,827.14	$1,046,827.14

Video Board Support Structure

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
AMD	AMD_LBT_Local	Team Labor_ Local Installation Team Installation (Ontario)Miles and Labor6 Techs20 Days on site-10 HRS Daily: Monday-SaturdayPrevailing wagesScope of work:Installation of CatwalkExcludes: Sunday work, Night work, Holidays, Crane/Lift rental, LED installation, Generalconstruction, AV installation, Union rates	1	N	0.00%	$0.00	$0.00	$651,171.43	$651,171.43
AMD	AMD_LBT_Cladding	Cladding Installation Team InstallationTravel and Labor4 AMD techs10 Days on site-10 HRS Daily: Monday-SaturdayPrevailing wagesScope of work:Installation of AMD claddingExcludes: Sunday work, Night work, Holidays, Crane/Lift rental, LED installation, Generalconstruction, AV installation, Union rates	1	N	0.00%	$0.00	$0.00	$346,820.00	$346,820.00
AMD	AMD_LBS_Display	Display supervision Supervisory InstallationTravel and Labor2 Techs15 Days on site-10 HRS Daily: Monday-SaturdayPrevailing wageScope of work:1 AMD tech on site during LED installationMake any adjustments necessary to mountSupervision of LED installationExcludes: Sunday work, Night work, Holidays, Crane/Lift rental, LED installation, Generalconstruction, AV installation, Union rates	1	N	0.00%	$0.00	$0.00	$164,571.43	$164,571.43

Video Board Support Structure

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
AMD	AMD_MISLBT	miscellaneous Labor Equipment Rental4 Boom Lifts-3 Months on site2 Regular forklift-3 Month1 Telescoping Forklift-3 MonthIncludes:Pick up/Delivery feeComsumablesInsurance	1	N	0.00%	$0.00	$0.00	$93,385.71	$93,385.71
AMD	Freight	Estimated ground shippingDelivery of AMD Frame-53' Flatbed	1	N	0.00%	$0.00	$0.00	$10,800.00	$10,800.00

Subtotal: **$5,292,662.85**

Digital Signage | Twelve Locations

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
CRESTRON	DM-NVX-D30	DM NVX 4K60 4:4:4 HOR Network AV Decoder DM NVX 4K60 4:4:4 HOR Network AV Decoder	12	Y	44.00%	$1,430.00	$800.80	$800.80	$9,609.60
PEERLESS	NT653	65inch NEPTUNE 4K HDR SMART TV W/OUTDOOR MOUNT	12	Y	12.00%	$2,999.00	$2,639.12	$2,639.12	$31,669.44

Subtotal: **$41,279.04**

Signal Distribution and Control

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
CRESTRON	DMF-CI-8	DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots	2	Y	44.00%	$2,200.00	$1,232.00	$1,232.00	$2,464.00
CRESTRON	DM-NVX-DIR-80	DM NVX Director® Network AV Switching Appliance, 80 Endpoints	1	Y	44.00%	$6,326.00	$3,542.56	$3,542.56	$3,542.56
CRESTRON	DM-NVX-384C	DM NVX® 5K 4x1 AV-over-IP Switcher Card with HDMI® and USB-C® Connectivity	4	Y	44.00%	$3,100.00	$1,736.00	$1,736.00	$6,944.00

OMNIA Partners Contract | City of Ontario | Ontario Sports Empire | New Video Board & Displays
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Signal Distribution and Control

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
CRESTRON	DM-NVX-351C	DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder Card with Downmixing	8	Y	44.00%	$2,200.00	$1,232.00	$1,232.00	$9,856.00
CRESTRON	DM-NVX-E20-2G-B-T	DM NVX® 4K60 4:2:0 Network AV Encoder, Wall Plate, Black Textured	2	Y	44.00%	$1,200.00	$672.00	$672.00	$1,344.00
CRESTRON	DM-NVX-SW-C310	DM NVX® 4K60 Network AV Encoder/Decoder CPU-Based Software, Single Stream	1	Y	44.00%	$900.00	$504.00	$504.00	$504.00
HP	A1QH3UA#ABA	HP Z2 Tower G9 Workstation with 3 Yr Warranty & Wolf Pro Sec	1	N	0.00%	$4,664.00	$0.00	$4,664.00	$4,664.00
NVIDIA	119650	NVIDIA ConnectX-4 Lx EN Adapter Card 25GbE - PCI Express 3.0 x8 - 2 Port(s) - Optical Fiber - 25GBase-X - SFP - Plug-in Card	1	N	0.00%	$259.00	$0.00	$259.00	$259.00
CRESTRON	RMC4	Crestron 4-Series Control System Estimated to Ship in Q4 2023	1	Y	44.00%	$1,100.00	$616.00	$616.00	$616.00

Subtotal: **$30,193.56**

Network

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
Netgear, Inc	GSM4328PA-100NES	Netgear M4300 24x1G PoE + Stackable Managed Switch with 2x10GBASE-T and 2xSFP+ (1;000W PSU) - 26 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10GBase-T, 1000Base-T, 10GBase-X - 3 Layer Supported - Modular - Optical Fiber, Twisted Pair - 1U	2	Y	35.90%	$2,870.26	$2,726.75	$1,839.99	$3,679.98

OMNIA Partners Contract | City of Ontario | Ontario Sports Empire | New Video Board & Displays
Prepared for: City of Ontario

Network

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
Netgear, Inc	XSM4348S-100NES	Netgear M4300 Stackable Managed Switch with 48x10G including 24x10GBASE-T and 24xSFP+ Layer 3 - 24 Ports - Manageable - 10 Gigabit Ethernet, Gigabit Ethernet - 10GBase-T, 10GBase-X - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - 1U - Rack-mo	1	Y	35.90%	$9,359.59	$8,891.61	$5,999.99	$5,999.99
Ubiquiti Inc.	UVC-G5-Pro	Ubiquiti UniFi 8 Megapixel Indoor/Outdoor 4K Network Camera - Color - Bullet - 82.02 ft Infrared Night Vision - H.264, H.265 - 3840 x 2160 - 4.10 mm- 12.30 mm Varifocal Lens - 3x Optical - 30 fps - CMOS - Fast Ethernet - Wall Mount, Pole Mount	1	N	10.82%	$425.00	$0.00	$379.00	$379.00
Axiom Memory Solutions	AXC765-AX	Axiom 10GBASE-CU SFP+ Passive DAC Twinax Cable NetGear Compatible 5m - 16.40 ft Twinaxial Network Cable for Network Device - First End: SFP+ Network - Male - Second End: SFP+ Network - Male - 10 Gbit/s - Black	12	N	11.47%	$68.00	$0.00	$60.20	$722.40
Netgear, Inc	AXC761-10000S	Netgear | QSFP+ 40G to SFP+ 10G Adapter Converter Module for FS Switches	32	Y	35.89%	$77.98	$74.08	$49.99	$1,599.68
TP-LINK Technologies Co., Ltd	MC220L	TP-LINK - Gigabit SFP to RJ45 Fiber Media Converter - Fiber to Ethernet Converter - Plug and Play - Durable Metal Casing - Versatile Compatibility - Auto-Negotiation - UL Certified	2	N	0.00%	$20.99	$0.00	$20.99	$41.98

Subtotal: **$12,423.03**

Professional Services

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
	Engineer 1		40	Y	0.00%	$105.00	$0.00	$105.00	$4,200.00

OMNIA Partners Contract | City of Ontario | Ontario Sports Empire | New Video Board & Displays
Prepared for: City of Ontario

Mar 21, 2025

Professional Services

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
	Installer 2		576	Y	0.00%	$120.00	$0.00	$120.00	$69,120.00
	Installer 2	Installer Overtime	216	Y	0.00%	$132.00	$0.00	$132.00	$28,512.00
	Installer 2	Installer doubletime	24	Y	0.00%	$176.00	$0.00	$176.00	$4,224.00
	Installer 3		192	Y	0.00%	$135.00	$0.00	$135.00	$25,920.00
	Installer 3	Sr. Installer Overtime	72	Y	0.00%	$168.00	$0.00	$168.00	$12,096.00
	Installer 3	Sr. Installer Doubletime	8	Y	0.00%	$224.00	$0.00	$224.00	$1,792.00
	Designer 1		60	Y	0.00%	$156.00	$0.00	$156.00	$9,360.00
	Engineer 2		192	Y	0.00%	$146.00	$0.00	$146.00	$28,032.00
	Engineer 2	Engineer Overtime	72	Y	0.00%	$219.00	$0.00	$219.00	$15,768.00
	Engineer 2	Engineer Doubletime	8	Y	0.00%	$292.00	$0.00	$292.00	$2,336.00
	Engineer 3		40	Y	0.00%	$200.00	$0.00	$200.00	$8,000.00
	Designer 3		40	Y	0.00%	$180.00	$0.00	$180.00	$7,200.00
	Project Manager		400	Y	0.00%	$166.00	$0.00	$166.00	$66,400.00
Key Code Media Professional Services	KCM-T&E-FLAT	Travel and Expenses Flat Rate	1	N	0.00%	$21,750.00	$0.00	$21,750.00	$21,750.00

Subtotal: **$304,710.00**

Key Code Media | KTC Support Plan

No.	Part #	Description	Qty	Price	Ext. Price
1	KTC-CUSTOM	Keycode Total Care - Custom Please see attached Services Proposal for more details	5	$30,000.00	$150,000.00

Subtotal: **$150,000.00**

Storage Handling

* Optional

No.	Part #	Description	Qty	Price	Ext. Price
If the City of Ontario cannot take immediate possession of the containers at the Ontario Sports Empire site.					

OMNIA Partners Contract | City of Ontario | Ontario Sports Empire | New Video Board & Displays
Prepared for: City of Ontario

Storage Handling

* Optional

No.	Part #	Description	Qty	Price	Ext. Price
2	COMMENT	$80 / day / container	1	$0.00	$0.00
3	COMMENT	delivery to site: $2000 / containter	1	$0.00	$0.00

Insurance

* Optional

No.	Part #	Description	Qty	Price	Ext. Price
4	COMMENT	insurance: $20 / month per $5000 coverage	1	$0.00	$0.00

SUBJECT TO ADDITIONAL FREIGHT AND TARIFFS

KCM Purchase Terms & Conditions

Key Code Media Purchase Terms & Conditions

1. Payment Terms: All terms are subject to credit approval, otherwise, 50% deposit due with order and the remaining balance due COD unless the purchase order was pursuant to loan or lease with approved financing institution (financing documents must accompany this signed contract. Invoices are due per terms based on invoice date. Partial payment is due on partial shipments. A service handling charge of 3% for credit card payments will be added to all credit card orders.

2. Service charge and/or Interest: Any payments deferred after the due date as specified herein shall bear interest and/or service charges at the rate of 1% per month (calculated daily) or the maximum rate allowed by law. In addition, Key Code Media shall have all remedies afforded by the Uniform Commercial Code as adopted in the State of for any defaults by client. If any invoice remains unpaid, in full or in part, after the due date Key Code Media, Inc has full discretion in obtaining an attorney or outside agency to recovery any and all outstanding amounts. The Purchaser agrees that he/she/it is fully liable or any and all legal and/or collection fees incurred in the collection of any outstanding amounts owing to Key code Media, Inc.

3. Security Interest: Key Code Media, Inc. shall retain title to all goods until Key Code Media Inc. receives payment in full. The Purchaser hereby grants to Seller a security Interest in all goods shipped to the Purchaser and the proceeds thereof until the Purchaser pays for such goods in full. A copy of this Agreement may be filed by Seller at any time as a financing statement in order to perfect Seller's security interest.

4. Representation of Solvency: The Purchaser hereby represents that he/she/it is solvent and that on each delivery this representation shall be deemed received, unless notice to the contrary is given in writing by the Purchaser to Key Code Media, at or before the delivery of goods.

5. Return of Goods: A restocking fee of up to 30% will be charged on canceled or changed orders. No merchandise may be returned without prior consent. No return will be allowed for any items that were delivered over more than 30 days or any custom made items, used and B stock items, software products and maintenance contract. Credit on returns will be subject to the

condition of the returned product upon inspection. In the event client reconfigures, reschedules or cancels an order containing special order items, client shall be subject to charges associated with the purchase of said items. Costs may include the full cost of these items in addition to any and all costs, expenses and/or penalties imposed on Key Code Media by vendors for return of goods. The Purchaser also covers the shipping on the return. Please refer to our RMA Policy for more information.

6. Shipping: Delivery dates are approximate and subject to delay due to events beyond the reasonable control of Key Code Media, Inc. Freight charges will cover for both inbound and outbound and is for estimation purposes only. The actual amount will be provided by the shipping Company after purchaser receives shipment. Key Code Media, Inc will update that information to your invoice. Partial payment is due on partial shipments.

7. ALL TRADE IN CREDIT ORDERS: Any hardware trade-ins or software licenses must be returned within 30 days upon delivery of new upgraded system. If products are not returned within 30 days, client will no longer be entitled to Trade In credit and will be charged the Trade-in credit. Client must be the original owner of the hardware or software or have a valid system transfer approved by the manufacturer.

8. Taxes: Purchaser shall reimburse Key Code Media, Inc. for all taxes, excises, or other charges that Seller may be required to pay to the government upon the sale, production, or transportation of the Goods sold hereunder. A valid Reseller Certificate or Post Production Exemption certificate must be completed in order to receive the full or partial sales tax exemption.

9. Warranty: Key Code Media technical services are not covered under manufacturer's warranties express or implied. No express or implied warranty of any kind is made with respect to the goods. In addition, no liability is assumed by our company for damage and/or injury resulting from use of products supplied by this company.

10. Limitation of Liability: Except to the extent prohibited under applicable law, in no event shall Key Code Media's liability arising out of this Quotation/Purchase exceed the amount shipped by Key Code Media to the Purchaser hereunder. In no event shall Key Code Media be liable for costs of procurement of substitute products or services, lost profits or any consequential, special, incidental, or indirect damages, however caused and on any theory of liability (including negligence or strict liability), arising out of this quotation. The purchaser acknowledges and agrees that the amounts payable hereunder by the Purchaser are based in part upon these limitations, notwithstanding any failure of essential purpose of any limited remedy.

11. No claim or right arising out of a breach of this contract by client can be discharged, in whole or in part, by a waiver or renunciation of any other claim or right by Key Code Media. This contract supersedes all prior proposals, negotiations and all other terms (including terms implied on customer purchase orders). This contract can be modified or rescinded only by a writing signed by both parties.

12. Both parties agree that federal and state courts have jurisdiction and venue and this contract shall be governed by the Uniform Commercial Code (as adopted in) and the substantive and procedural laws of California. The prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled by virtue of this contract and applicable law.

OMNIA Partners Contract | City of Ontario | Ontario Sports Empire | New Video Board & Displays
Prepared for: City of Ontario

OMNIA Partners Contract | City of Ontario | Ontario Sports Empire | New Video Board & Displays

Prepared by:	Bill To:	Ship To:	Quote Information:
Key Code Media, Inc. - California Brian Boring (818) 303-3900 Fax 818-303-3901 bboring@keycodemedia.com	**City of Ontario** 303 East "B" Street Ontario, CA 91764 Dan Beers 909-395-2806 dbeers@OntarioCA.gov	**City of Ontario** 303 East "B" Street Ontario, CA 91764 Dan Beers 909-395-2806 dbeers@OntarioCA.gov	**Quote #: 237857** Version: 5 Delivery Date: 03/21/2025 Expiration Date: 04/30/2025 Terms: 50% Down Payment on Order, 30% Upon Delivery of Goods, 20% Upon Final Completion

Quote Summary

Description	Amount
Video Board	$2,772,536.22
Video Board Support Structure	$5,292,662.85
Digital Signage | Twelve Locations	$41,279.04
Signal Distribution and Control	$30,193.56
Network	$12,423.03
Professional Services	$304,710.00
Key Code Media | KTC Support Plan	$150,000.00
Subtotal:	**$8,603,804.70**
Estimated Tax:	**$628,028.29**
Total:	**$9,231,832.99**

This Sales Quote ("SO") includes the Terms and Conditions ("T&C") available at https://www.keycodemedia.com/purchase-terms-conditions/ and https://www.keycodemedia.com/master-service-agreement/, which are applicable to all professional service-related purchases. It constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, along with the incorporated T&C, becomes binding upon the Buyer listed herein ("Buyer") at the earliest of the following events: (i) Buyer's acknowledgment of this agreement; or (ii) the receipt of any goods and/or services ordered under this agreement. Please note that no Buyer acknowledgment form, purchase order, or any other document can modify the terms outlined in the SO or the T&C.

Key Code Media, Inc. - California

Signature: 

Name: Brian Boring

Title: Director, Product Development

Date: 03/21/2025

City of Ontario

Signature: _____

Name: Dan Beers

Date: _____

City of Ontario | Ontario Sports Empire

New Video Board & Displays

OMNIA Contract Agreement No 2019.001407

Prepared by:

Key Code Media Consulting and Design Team

© 2025 Key Code Media, Inc. | City of Ontario | Ontario Sports Empire – New LED Video Board & Displays

Cover Letter

Dear Team Ontario,

We express our sincere gratitude for the opportunity to present our proposal for the "New LED Video Board & Displays" project. Key Code Media is not just a service provider; we become your dedicated partner, thrilled to leverage our extensive expertise and assist the City of Ontario in realizing your ambitious vision.

As a full-service powerhouse for consultancy, design, sales, integration, service, and support, we are uniquely positioned to manage every aspect of this project seamlessly. Our commitment extends beyond equipment; we pledge meticulous supply, installation, commissioning, and thorough documentation of all technical systems within the Ontario Sports Empire facility.

Established in 2001, Key Code Media has become a nationally recognized System Integrator with a proven track record of exceeding expectations on projects exceeding $15M. From expansions and updates to refreshes and greenfield builds, our versatile team guides you from initial design to operational success, backed by dedicated go-live services and ongoing facility support.

Unwavering competence, collaboration, and enthusiasm form our foundation, evident from the moment we engage with the City. Our multidisciplinary team of engineers, drafters, project managers, and industry experts, led by seasoned executives, is laser-focused on delivering seamless success for your project.

Beyond project delivery, we invest in your long-term success. What truly sets us apart is our unwavering dedication to your best interests. Under Michael Cavanagh's leadership, we prioritize exceeding expectations and responding intuitively to any challenge. Our accredited Education division offers specialized industry training, while Key Code Total Care contracts provide year-round proactive support and managed services for operational resilience and peace of mind.

We eagerly anticipate the opportunity to partner with you on this transformative project. Thank you for considering Key Code Media; we are excited to contribute to the resounding success of your new facility. Please don't hesitate to contact me directly for any further information or clarification.

Sincerely,

Brian Boring
Regional Manager
Key Code Media, Inc.

1.0 - Introduction and Summary

1.1 - Exhibits

Exhibit A - Conceptual Drawings (Absen & AMD)

Exhibit B - Proposed Project Timeline

Exhibit C - Key Code Total Care (KTC) Options

1.2 - Company Philosophy

At Key Code Media, we believe technology empowers, not encumbers. We champion systems that seamlessly integrate into your workflow, enhancing creative capabilities without becoming a burden. Our philosophy prioritizes simplicity: clear documentation, intuitive interfaces, and comprehensive training for your technical staff ensure effortless administration and maintenance. We offer a curated selection of award-winning hardware and software tools, from cutting-edge production and editing solutions to industry-leading storage, media management, and data distribution systems, all tailored to your specific needs and preferences.

Project Management

At Key Code Media, we understand the power of a skilled Project Manager backed by the right tools. That's why your project will be assigned a dedicated point of contact, a seasoned expert equipped with cutting-edge software seamlessly integrated with our internal systems. Our project management tools enable us to build an in-depth schedule that outlines every task and resource required to successfully complete the project on time and within budget. We engage in regular progress meetings and provide update reports for the client and the entire team assigned to the project.

Integration

All Key Code Media projects follow a detailed project design, engineering, planning, installation, commissioning, testing, and training phases. With each design phase, our team adds layers of definition and detail, building upon a progressively stronger foundation. Within each stage, we leverage our engineering knowledge and commitment to compliance, ensuring adherence to all International, local, state, and federal regulations for a project.

Over the past twenty years of doing Systems Integration, we have clearly determined a proven method to take your project from start to finish, within your budget and with a fiduciary responsibility. We look after every budget dollar to get you the most purchasing power, on-time and within all design specifications. Our goal is to follow the parameters set out in design and to achieve of your vision.

Analyze

Your team stands at the heart of this project. We collaborate closely with you to analyze your existing workflow and processes, identifying areas for improvement that maximize efficiency. Empowering your

team with transformative solutions, seamlessly woven into your familiar workflow for a smooth transition to success.

Design

Leveraging our extensive experience, Key Code Media's project team produces detailed documentation throughout this phase. This ensures meticulous cross-referencing of equipment, optics, and material counts, facilitating on-time and accurate delivery for installation. Moreover, we provide comprehensive line-itemized bills of materials for every system, guaranteeing completeness and eliminating potential discrepancies.

Installation

We build upon strong design and engineering principles and take great pride in performing the highest quality work. Every cable is labelled properly, crimped, and soldered using industry standard tools. At completion of the install, every cable and connector are tested to assure quality and reliability.

Commissioning and Testing

Too often, it seems, integrators use different engineering personnel for Design versus on-site Commissioning. Our team leaders for design and engineering are also the ones that perform onsite configuration, commissioning, and testing. The team understands the workflow, the engineering, the cabling path and all the specified equipment. Our commissioning engineers also work closely with and participate in all manufacturers' provided services to ensure that each system is set up correctly for all the unique aspects of your workflow. The result of this approach is a fully tested and configured system, that functions as planned for in the master design.

Training

Key Code Media approaches training as a multifaceted process that begins during the Commissioning phase and extends through Event support. Our team of highly skilled commissioning engineers encourages the participation of client engineering staff during the commissioning process where they can see and learn the foundational components of how each system works and is configured in their environment. This style of 'pre-training' is then augmented by formal manufacturer training. We maintain our engineer staff throughout all training to ensure that manufacturers stay focused on how your system is used rather than the typical generic curriculum that often covers features that do not even apply to your workflow.

In addition to these training steps, we as well provide System Orientation for your environment as a whole and Go-Live services that keep engineering staff capable of supplemental training on-site until your engineering staff is comfortable to take over control of the environment.

Key Code Media also has an entire Education division that hosts classroom, virtual, and on-site training classes. These classes and services can be purchased individually or included as part of a broader Key Code Total Care annual services plan, which also offers routine maintenance and emergency support coverage.

Launch (Go-Live)

At Key Code Media we understand that no amount of planning can completely prepare your staff for those first live events using all the new technology that has been deployed. We include Launch support in all our project plans, and as specifically required in this project scope, we have included in our proposal the resources to support two events.

Service & Support

All projects demand at least a year warranty and service period, but Key Code Media is there for you to provide long-term support for your system. Our Key Code Total Care (KTC) program is unique among systems integrators by expanding typical minimum RFP requirements for both scope and duration. Our KTC plan can be extended indefinitely and expanded to include up to full managed services with dedicated on-site and remote staff. Please see the attached Exhibit D with pricing for our KTC Plans.

2.0 - Statement of Services

Maximizing Value for Our Clients:

Key Code Media's unique "Total Cost of Ownership" approach, employed upon project award, empowers you to visualize the full design and financial picture. This analysis, coupled with our proprietary vendor "rubric" tool, reveals cost-effective solutions and identifies vendors you'll trust. The outcome?

- **Innovative designs that achieve your objectives and budget.**
- **Deep vendor relationships minimizing compatibility issues.**
- **Comprehensive training for seamless integration.**
- **Exceptional customer satisfaction.**

To accomplish the above, Key Code Media will oversee the final system design, vendor and product selection, and comprehensive implementation of the LED board and displays at the Ontario Sports Empire. The project will involve the supply, installation, commissioning, and documentation of display systems across the site.

2.1 - Scope of Work

Scope of Work for City of Ontario Sports Empire –

Key Code Media - Video Board Scope of Work - Overview:

Key Code Media is responsible for providing and installing an Absen video board with the approximate dimensions of 150' x 50' mounted on a steel support structure. All Labor is scheduled for 6 Day Workweek / 10 Hour Days.

1. Key Code Media Scope of Work Checklist -
    1. Provide required site access for delivery, unloading and installation
    2. Receiving and Unloading equipment at the Job Site and securing safely
    3. Consultation Regarding Adequacy of Primary and Secondary Support Structure(s)
    4. Modifications to the primary structure (¾ inch plywood backing, power, and data prepared to Specs)
    5. Conduits (if needed)
    6. Terminate and certify data (fiber optic, cat5e/cat6) cables between processor(s) and display(s)

7. Provide and pull fiber optic cables between processor(s) and display(s) (if applicable)
8. Attach primary power to breaker panels (Wall outlets if applicable)
9. Provide Necessary Large tools and Access Equipment (i.e Ladders, Lifts, Scaffolding, Hammer Drills if needed)
10. Installation of Absen (or Third Party) LED Wall Support Structure prior to Absen Technician arrival
11. UPS, Surge protection equipment
12. Interface with other Equipment
13. Removal and Disposal of Material Packaging/Trash from Installation Site

2. Key Code Media Scope of Work includes the following components:
    a. Video Wall Specifications: Key Code Media will provide Absen model number, description, and details regarding the number of spare parts included with the video wall. (Absen detailed Scope of Work in Appendix B)
    b. Design of Footings and Steel Structures: Key Code Media will not design the footings and steel structures – not KCM Scope.
    c. Coordination with Structural Engineer: AMD (Advanced Mounting & Design Inc.) will collaborate with the structural engineer to discuss and coordinate the steel structure design, confirming the capability requirements and the final product specifications.
    d. Footings Installation: The installation of footings will be performed by site contractors (managed by others).
    e. AMD (Advanced Mounting & Design Inc) will be responsible for the steel structural fabrication and installation based on the design that will be provided by the structural engineer. (AMD detailed Scope of Work in Appendix A)
    f. Electrical Circuits: Key Code Media will provide the drawings for the required electrical circuits (as per the attached documentation) for the video wall, which will be designed and installed by the client electrical contractor (by others)
    g. Data Infrastructure: Key Code Media will provide the specifications and requirements for the main data infrastructure (as referenced in the attached documentation – Appendix C), which will be installed, terminated, and tested by others.
    h. Installation: The video wall will be installed on a large steel structure, including a five-level catwalk for servicing. The Key Code Media team will conduct this installation with AMD under the supervision of certified Key Code Media engineers and the vendor engineering team. Key Code Media will be responsible for ensuring that there are no visible seams after installation to provide a top-quality picture.

i. Commissioning and Testing: Key Code Media will commission and test the video wall to ensure proper functionality. Absen engineers will calibrate the color brightness and ensure correct mapping of the LED wall cabinets. Key Code Media will test all LED wall components using Novastar equipment (controller).

Key Code Media AV Displays Scope of Work:

1. AV Scope of Work Drawings Package: Key Code Media will provide and install a drawings package for the audio-visual (AV) scope of work, which will include the following:
    a. Installation of 12 displays with mounts in the two shaded structures.
    b. Integration of an AV system for video routing from the main IDF to the displays in the two shade structures.
    c. Provision and installation of AV equipment, as detailed in the KCM quote for the AV system located in the main IDF and the two IDFs adjacent to the shade structures.
    d. Installation, termination, and testing of core fiber cables between the two IDFs and the main IDF will be performed by others.

2. Digital Signage: Key Code Media will provide, install, commission, and test 12 outdoor 65” Peerless LCD displays for the digital signage system based on the Crestron NVX video distribution system.

3. Video Distribution System: Key Code Media will install, commission and test AV over IP Crestron NVX endpoints:

    a. 2 Chassis for encoders and decoders
    b. 4 Encoders capable of 2xHDMI and 2x USB-C 3.2 IO each.
    c. 8 Decoders to feed the 4 HDMI inputs of each LED videowall controller
    d. 2 additional wall-plated encoders for remote inputs.
    e. 12 non-chassis decoders for the digital signage displays.
    f. AV-Network switches – 1 core and 2 satellite for shades structure IDFs and SFP modules.
    g. Key Code Media will install and configure the Crestron control processor and NVX director.
    h. Others will provide low-voltage infrastructure cable pulls, terminations, and testing. Key Code Media will provide requirements for the fiber optics communication and equipment placement.
    i. Key Code Media will provide Dante Audio inputs and outputs, as well as network access for possible future integration with other systems.
    j. Key Code Media will provide configuration and programming files.

4. Engineering PC: Key Code Media will provide an engineering PC, accessible remotely. Engineering PC will be equipped with 25GB Network card, Crestron NVX software decoder/encoder, access to the IP Camera to observe LED videowall remotely.
    a. Connecting and maintaining Internet access will be provided by others.
    b. Key Code Media will provide and install an IP video camera on an outside mount point of the shade structure for the purpose of remote observation of the LED wall in order to provide service sessions. A Camera will be connected to a satellite AV Network switch in shade structure IDF room. Key Code Media will not provide the conduit for said camera.

AMD Scope of Work - Overview:

1. AMD Unloading Services – (2-Days)
    a. Technicians onsite to unload AMD Frame for Video Board
    b. Store & Mount in area provided by client
2. AMD Installation – (33-Days)
    a. Installation of Mounts
    b. Align & Plumb Frame Wall Structure
3. AMD Installation – (20-Days)
    a. Installation of Catwalk
4. AMD Installation – (10-Days)
    a. Installation of AMD Tnemec Cladding
5. AMD Supervisory Installation – (15-Days)
    a. One AMD technician onsite during Video Board installation
    b. Make any Adjustments necessary to mount
    c. Supervision of Video Board installation
6. Equipment Rental – (3-Months)
    a. (4) Boom Lifts
    b. (2) Regular Fork Lifts
    c. (1) Telescoping Forklift

ABSEN Scope of Work:

ABSEN Overview – LED Video Board – Guided Installation Support

Absen, Inc Installation Services are to provide installation of the Absen DvLED Video Wall System built to the highest of standards that Absen holds our products to in the field. Absen is committed to providing the best service possible with the confidence that the purchased Absen Video Wall will look and perform as expected in the field. This Statement of work outlines the responsibilities of Absen and Key Code Media to ensure that the installation and training are on time and on budget for all parties involved. Any special requests or concerns not included in this document must be addressed prior to the hardware purchase.

ABSEN Scope of Work Checklist:

1. Absen Project Manager assigned
2. Supply of display components (panels, peripherals, etc.)
3. Shipping of display components (panels, peripherals, etc.)
4. LED Video Board Inventory Confirmation and Inspection of entire shipment upon arrival at Project Site.
5. Lead the Installation and Alignment of Absen LED Panels
6. Lead in the Installation and Connection of Power and Data for Absen LED Panels
7. Lead in the Install all LED Modules and Align for an acceptable smoothness
8. Lead in the Connection of displays to power source
9. Lead in the Installation of Absen-Provided Trim Kits
10. Testing and Commissioning of Video Wall including Image Alignment, Color, and Brightness Optimization via LED Control Software
11. Training of Video Wall Servicing/Operation to KCM and On-Site Personnel
12. Training on Common Troubleshooting Steps (Module Replacement, Calibration Repairs, Diagnosing Problems)
13. Train on RMA Process and Initiate the First RMA Repair after the Installation
14. Operation, Manuals, and Spare Parts Handover to KCM and End-User Client

ABSEN Pre-Installation Requirements:

15. Installation of a support structure for the video wall
    i. Flat, level location over the entire footprint of the wall
    ii. ¾ inch plywood backing over the LED Wall location for mounting to (or other designs if talked about prior to purchase of hardware)
16. Prepare a clean and safe work area for the video wall location.
    i. Dust-free space for video wall installation.
    ii. Clear other trades from space to limit downtime.
17. Power and Data locations are installed in the locations desired.
    i. Power and data lines tested to ensure they are correctly terminated and working properly.
18. All Video Wall hardware is delivered to the installation location and stored in the original shipping boxes.
19. Provide large on-site equipment needed in the form of ladders, and/or lifts if the construction of the wall requires such needs.
20. Installation of the Absen (Or Third-Party) Mounting Structure on the wall at the desired location. (NOTE – AMD Scope)
21. Supply at least two labor hands to build the LED Video Wall alongside the Absen Technician onsite. (KCM Labor to be supplied)
    i. Absen technician is there to lead the installation to an acceptable final product up to Absen standards.
    ii. Absen technician will assist with the physical installation but will not build the entire wall by themselves.

22. Ensure that the input source is available and logged in to verify that the processor is commissioned correctly on-site.
23. Ensure that the Video Wall processor is installed in the rack location and all wiring is connected to the device both internal and field wires.

3.0 - General Information

3.1 – Purpose and Core Values

Key Code Media is committed to operating in a socially and environmentally responsible manner that reflects our values. We promote sustainability through our operations and help our customers and partners reduce their environmental impact. We are also committed to promoting diversity, equity, and inclusion in our workplace and supporting the communities where we do business. We believe that good governance and ethical business practices are essential to building trust with our stakeholders, and we regularly measure our performance against our goals to continuously improve our practices. By acting responsibly and promoting sustainability, we can create long-term value for our stakeholders.

Key Code Media is committed to fostering and preserving a culture of diversity and inclusion. Our employees are our most valuable asset and as such we embrace and encourage our employee's differences in race, ethnicity, religion, color, sex, gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, veteran status, marital status, pregnancy, age, political affiliation, socio-economic status, genetic information, disability, or any other characteristic that makes our employees unique.

Our diversity and inclusion initiatives are applicable, but not limited, to our practices and policies on recruitment, compensation and benefits, professional development and training, promotions and transfers, employee social programs, layoffs and terminations, and building of company culture. Our policy is intended to develop a work environment that encourages and enforces respectful communication and cooperation between all employees, teamwork and employee participation permitting the representation of all groups and perspectives, and a work/life balance that accommodates employee's varying needs.

3.2 – Resource Allocation, Project Staff and Project Timeline

Project Staff and Service Facilities

With 13 offices across the U.S. and over 200 employees, Key Code Media has 120+ Engineers and Project Support staff. At least 85 of these employees are staffed in our Engineering and Technical Support department. Below is a list of the assigned project team:

Key Code Media | Ontario Sports Empire | Engineering Team

Akmal Bastourous – VP of AV & Project Integrations
Sergei Rumianstev – AV Design / Project Engineer
James Cavanagh – LED Project Engineer
Robert Walbrown – Manager, Engineering Design & Project Design Lead

Key Code Media Sales and Operations Team

Brian Boring – Senior Account Manager
James Page – Vice President Sales
Lindsay Dentico – Director Sales Support & Project Sales Support
Kelsey Darden – Sales Support
Grace Pinto – VP Operations & Project Procurement
Andrew Holinsky – Purchasing Manager

Exhibit A– Proposed Project Timeline

- Process Project Purchase Order – May 1, 2025

- Absen Project Order Placed for Video Board – May 1, 2025

- AMD Project Order Placed for Structure – May 1, 2025

- Finalize Structure Calculations for Production Build – May 1, 2025 – May 31, 2025

- Drawing Delivered as Calculations Production Package Build – June 1, 2026 – June 20, 2026

- Structure Manufacturing – June 22, 2026 – August 15, 2026

- Deliver Structure and Begin Build Process – October 20, 2025

- Video Board Structure Complete – January 3, 2026

- Begin Video Board Installation – January 5, 2026

- Complete Video Board Installation – January 31, 2026






MLB
LIVE STREAM SITES



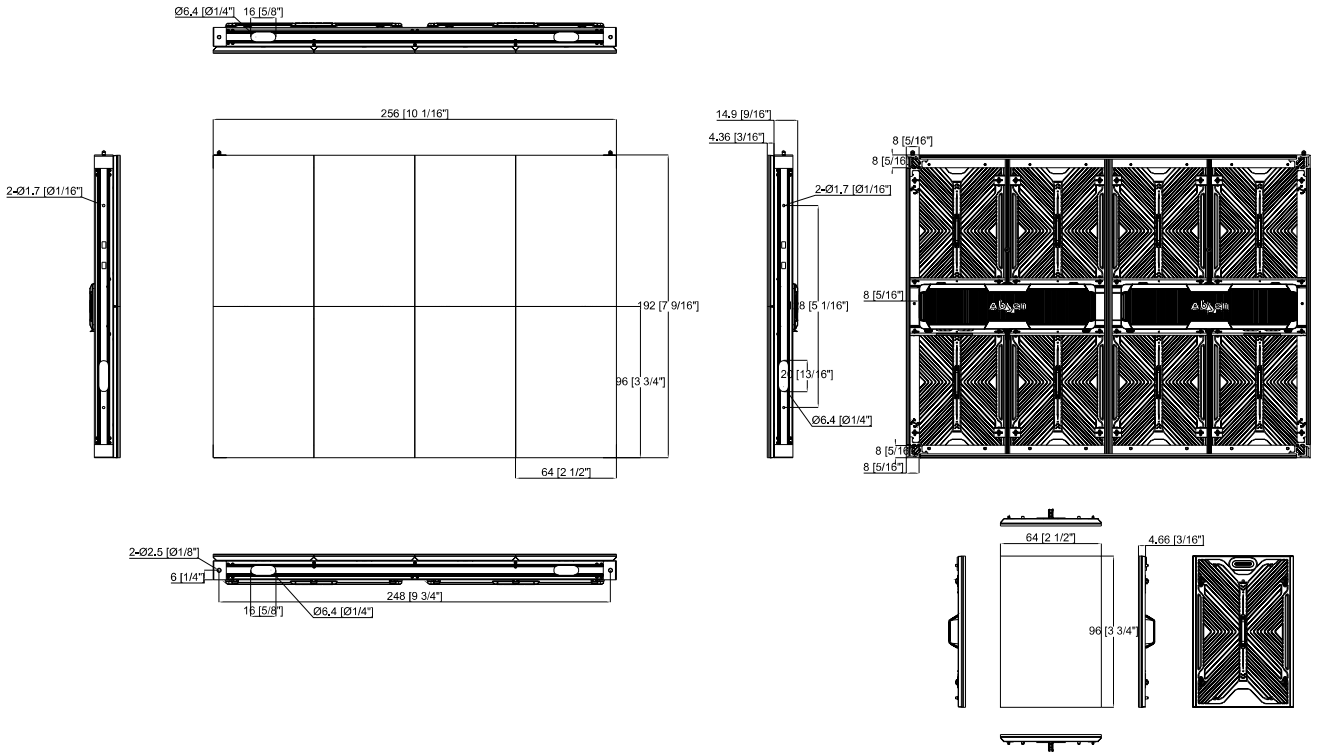

MLB
LIVE STREAM SITES





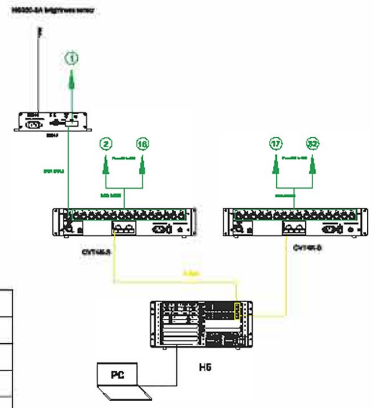


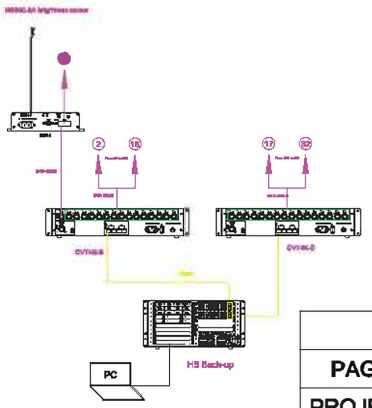
Absen Video Board – Panel Detail



Absen	ABSEN INC.		
PAGE TITLE	A0625 1280*960 FRONT/REAR SERVICE PANEL DETAIL		
PROJECT NAME	Toyota Center		
DRAWN BY	Calvin.Lin	VERSION	V1.0
DATE	2/21/2025	PAGE	1/3

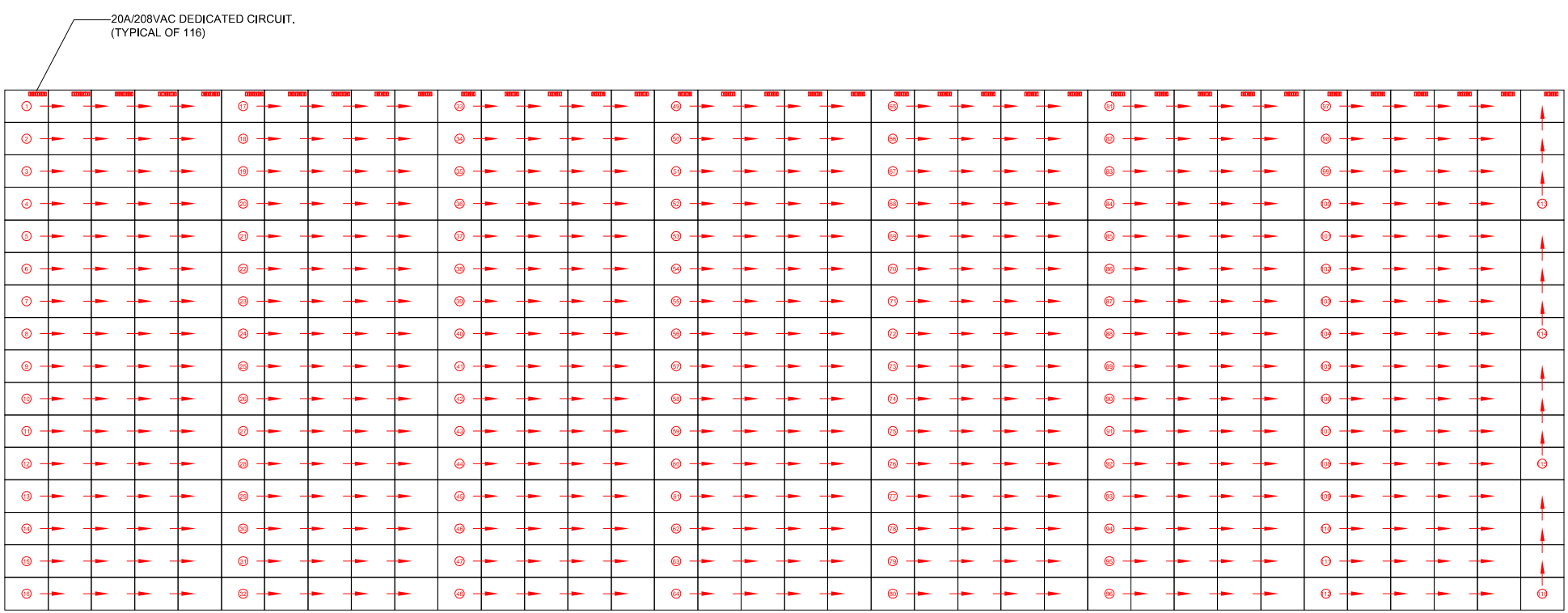
SINGLE GANG 2-PORT DATA PLATE WITH (2) CAT5E TERMINATION. (TYPICAL OF 16)

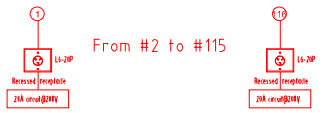




PRODUCT	A0625
PANEL SIZE (WxH)	1280x960 MM
PANEL RESOLUTION (WxH)	192x144 PIXELS
PANEL ARRAY (WxH)	36 x 16
SCREEN SIZE (WxH)	46080 x 15360 MM
SCREEN RESOLUTION (WxH)	6912 x 2304 PIXELS
PANEL POWER MAX.	725 W
SCREEN POWER MAX.	417600 W

Absen	ABSEN INC.		
PAGE TITLE	A0625 DATA CABLE DIAGRAM_FRONT VIEW		
PROJECT NAME	Toyota Center		
DRAWN BY	Calvin.Lin	VERSION	V1.0
DATE	2/21/2025	PAGE	2/3





Power consumption

Approximate Maximum 417600W/208VAC

PRODUCT	A0625
PANEL SIZE (WxH)	1280x960 MM
PANEL RESOLUTION (WxH)	192x144 PIXELS
PANEL ARRAY (WxH)	36 x 16
SCREEN SIZE (WxH)	46080 x 15360 MM
SCREEN RESOLUTION (WxH)	6912 x 2304 PIXELS
PANEL POWER MAX.	725 W
SCREEN POWER MAX.	417600 W

Absen	ABSEN INC.		
PAGE TITLE	A0625 POWER CABLE DIAGRAM_FRONT VIEW		
PROJECT NAME	Toyota Center		
DRAWN BY	Calvin.Lin	VERSION	V1.0
DATE	2/21/2025	PAGE	3/3

Bronze+ Support

Prepared for
City of Ontario

March 18th, 2025

Submitted To:
Dan Beers, City of Ontario

Prepared By
Key Code Media
CSLB# 1010561

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Proposal for Key Code Total Care

The City of Ontario is actively seeking support options for its upcoming video wall system, as well as the new Audio-Visual system set to be implemented at the stadium by Key Code Media in 2025. Key Code Media is enthusiastic about the potential partnership and the valuable contributions we can offer to assist with this project.

We take pride in having the largest team of support engineers, all of whom hold significant AV certifications. This extensive team allows us to provide our clients with quicker response times and ensures comprehensive coverage, minimizing any disruptions due to employee absences. Our engineering staff is well-trained and certified on a wide range of systems, including Crestron, Biamp, Extron, Panasonic, Ross Systems, Absen, Netgear, and many others.

Having such a diverse knowledge base allows Key Code to support many different systems and give the clients a maximum return on their support investment. It also allows us to evaluate client needs from multiple points of view, to ensure the best solution that fits the client's need. Both short term and long term.

Key Code support hosts its own secure remote access support system. This system is much like a TeamViewer remote access, with the exception that it's hosted by Key Code and much more secure.

This proposal will cover three major areas of support needed at City of Ontario facilities:

1. Day-to-day issues
2. Onsite Visits
3. Covered Technologies
4. Video Wall Support Scope of work

Day to day Issues

For day-to-day issues that arise, the City of Ontario will have access to our Key Code support. An operator can simply email or call to open a ticket. The ticket will be issued to the engineer on duty for that day. If they cannot resolve the issue, they will either enlist the rest of Key Code engineering support staff or open a case with the vendor on behalf of City of Ontario. This includes 50 hours of weekday remote support.

- After hours and weekend remote support, $125/hr.

Onsite Visits

If an onsite visit outside of the standard remote support is needed, Key Code can provide a technician (if available). There are 80 hours included for onsite visits with a minimum of 2 hours per visit. Once a quarter an engineer will do a full system check and perform software updates (8 hours quarterly included in the 80 hours package). Adding additional hours into the contract is allowed.

- Adding Remote Support hours, $125/hr.
- Weekend and After-hours Support, $185/hr.
- Adding programmer hours, $200/hr.
- Waived dispatch fee ($75)

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- Some expenses not included (see below)

Covered Technologies

- Absen, Crestron, Netgear, Panasonic, Peerless

Video Wall Support Scope of Work

- Routine inspections and maintenance (quarterly)
- Remote inspections (monthly/per request depending on events schedule)
- Software and firmware updates (quarterly)
- Calibration and alignment
- Troubleshooting and repairs
- Replacement of defective components
- Cleaning and upkeep of display panels
- Emergency response services

Service Exclusions

Key Code Media shall not be responsible for:

- Damage due to misuse, negligence, or unauthorized modifications.
- Issues arising from power surges or external factors beyond control.
- Equipment not covered under this Contract.

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Service Expectations

This support proposal includes the following Service Level agreements for City of Ontario

1. Provide weekday remote support
    a. Access to M-F 9am EST - 6pm PST support line with on-call technician available
    b. Includes emergency and non-emergency call for:
        i. Software Issues and Version Upgrades
        ii. Hardware troubleshooting for systems listed in covered technology section
        iii. Remote and
        iv. on-site support (if purchased)
    c. Major Holidays are not included in coverage
        i. Christmas Day
        ii. July 4th
        iii. Thanksgiving +1
        iv. New Year's Day
        v. Memorial Day
        vi. Labor Day
2. Contract Includes Costs for Mileage Associated with scheduled visits
    a. Does not include for Airfare, Hotel, Rental Car, or Per-Diem
    b. All Non-Covered T&E will be invoiced at actual cost
3. Training is not included and will require a separate purchase.

Contract Terms

The contract will begin on a mutually designated period and remain active for 5 years.

Support Contract Information

Service Hotline: 818-303-3980
Email Support: Support@keycodemedia.com (Email is monitored from 9a – 6p)

Call Back Response Time

9am – 6pm response time 5 – 20 minutes

After Hours and Weekend Response Time 10 – 45 minutes

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Proposal Fees and Acceptance

Total Contract Fee (5 Years) $150,000

Proposal Acceptance

City of Ontario

By: _____, duly authorized

Print Name: _____

Title: _____

Date: _____

Key Code Media, Inc.

By: _____, duly authorized

Print Name: _____

Title: _____

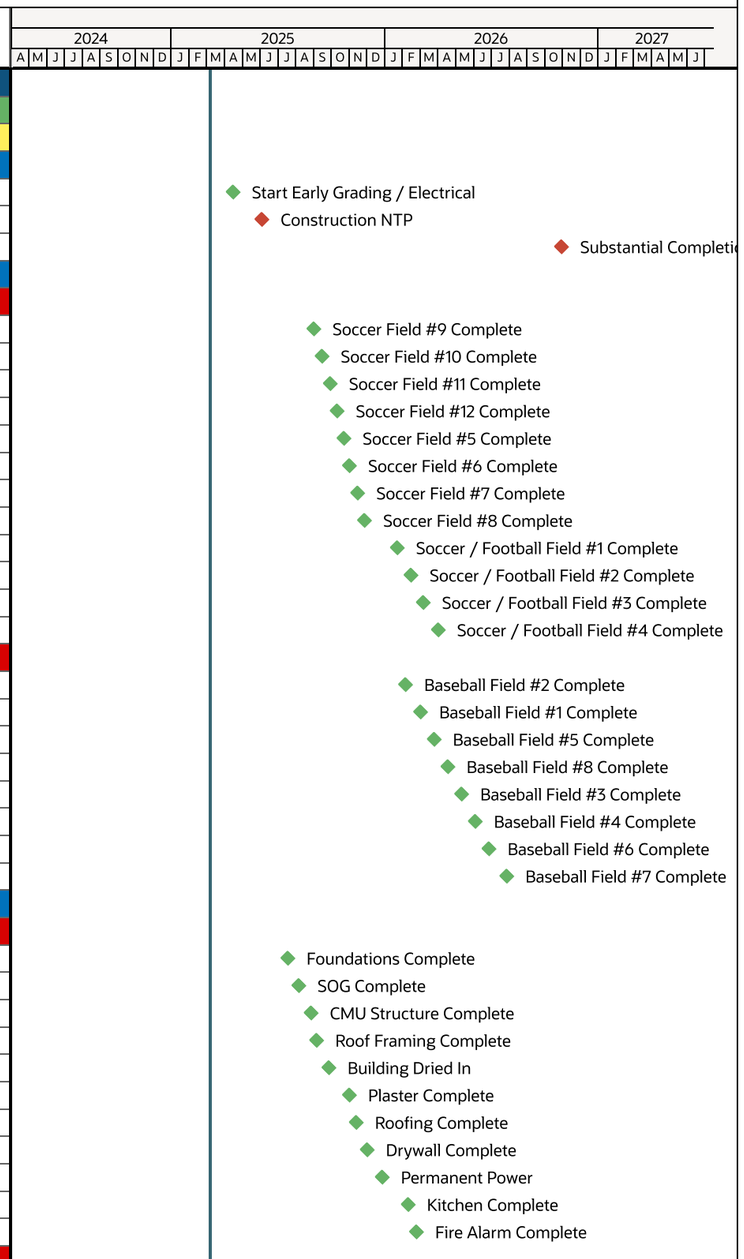
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EXHIBIT "B"

SCHEDULE OF SERVICES

PLEASE SEE ATTACHED

ID	Name	Dur	Start	Finish	Calendar
Ontario Stadium & Sports Complex - Construction Schedule - Feb 2025 UD		486d	17-Feb-25 A	29-Jan-27	
Sports Complex		486d	17-Feb-25 A	29-Jan-27	
Milestones		393d	14-Apr-25	27-Oct-26	
General Milestones		393d	14-Apr-25	27-Oct-26	
A11360	Start Early Grading / Electrical	0d	14-Apr-25 C		5x8, with holidays - 5x8, with holidays
SC-MS-100	Construction NTP	0d	02-Jun-25 C		5x8, with holidays - 5x8, with holidays
SC-MS-110	Substantial Completion of Sports Complex	0d		27-Oct-26 C	5x8, with holidays - 5x8, with holidays
Field Milestones		329d	30-Aug-25	25-Jul-26	
Soccer / Football Fields		212d	30-Aug-25	30-Mar-26	
A9760	Soccer Field #9 Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A11110	Soccer Field #10 Complete	0d		12-Sep-25	7x8, no holidays - 7x8, no holidays
A11120	Soccer Field #11 Complete	0d		26-Sep-25	7x8, no holidays - 7x8, no holidays
A11130	Soccer Field #12 Complete	0d		08-Oct-25	7x8, no holidays - 7x8, no holidays
A11140	Soccer Field #5 Complete	0d		20-Oct-25	7x8, no holidays - 7x8, no holidays
A11150	Soccer Field #6 Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A11170	Soccer Field #7 Complete	0d		13-Nov-25	7x8, no holidays - 7x8, no holidays
A11160	Soccer Field #8 Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A11180	Soccer / Football Field #1 Complete	0d		20-Jan-26	7x8, no holidays - 7x8, no holidays
A11190	Soccer / Football Field #2 Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11200	Soccer / Football Field #3 Complete	0d		05-Mar-26	7x8, no holidays - 7x8, no holidays
A11210	Soccer / Football Field #4 Complete	0d		30-Mar-26	7x8, no holidays - 7x8, no holidays
Baseball Fields		171d	04-Feb-26	25-Jul-26	
A11220	Baseball Field #2 Complete	0d		04-Feb-26	7x8, no holidays - 7x8, no holidays
A11230	Baseball Field #1 Complete	0d		27-Feb-26	7x8, no holidays - 7x8, no holidays
A11240	Baseball Field #5 Complete	0d		23-Mar-26	7x8, no holidays - 7x8, no holidays
A11250	Baseball Field #8 Complete	0d		15-Apr-26	7x8, no holidays - 7x8, no holidays
A11260	Baseball Field #3 Complete	0d		08-May-26	7x8, no holidays - 7x8, no holidays
A11270	Baseball Field #4 Complete	0d		02-Jun-26	7x8, no holidays - 7x8, no holidays
A11280	Baseball Field #6 Complete	0d		25-Jun-26	7x8, no holidays - 7x8, no holidays
A11290	Baseball Field #7 Complete	0d		25-Jul-26	7x8, no holidays - 7x8, no holidays
Building Milestones		302d	15-Jul-25	13-May-26	
Building B Soccer Plaza West		221d	15-Jul-25	21-Feb-26	
A10090	Foundations Complete	0d		15-Jul-25	7x8, no holidays - 7x8, no holidays
A9900	SOG Complete	0d		04-Aug-25	7x8, no holidays - 7x8, no holidays
A9890	CMU Structure Complete	0d		25-Aug-25	7x8, no holidays - 7x8, no holidays
A9910	Roof Framing Complete	0d		03-Sep-25	7x8, no holidays - 7x8, no holidays
A9980	Building Dried In	0d		24-Sep-25	7x8, no holidays - 7x8, no holidays
A9920	Plaster Complete	0d		29-Oct-25	7x8, no holidays - 7x8, no holidays
A9930	Roofing Complete	0d		10-Nov-25	7x8, no holidays - 7x8, no holidays
A9940	Drywall Complete	0d		29-Nov-25	7x8, no holidays - 7x8, no holidays
A9950	Permanent Power	0d		26-Dec-25	7x8, no holidays - 7x8, no holidays
A9960	Kitchen Complete	0d		07-Feb-26	7x8, no holidays - 7x8, no holidays
A9970	Fire Alarm Complete	0d		21-Feb-26	7x8, no holidays - 7x8, no holidays
Building B Soccer Plaza East		220d	21-Jul-25	26-Feb-26	

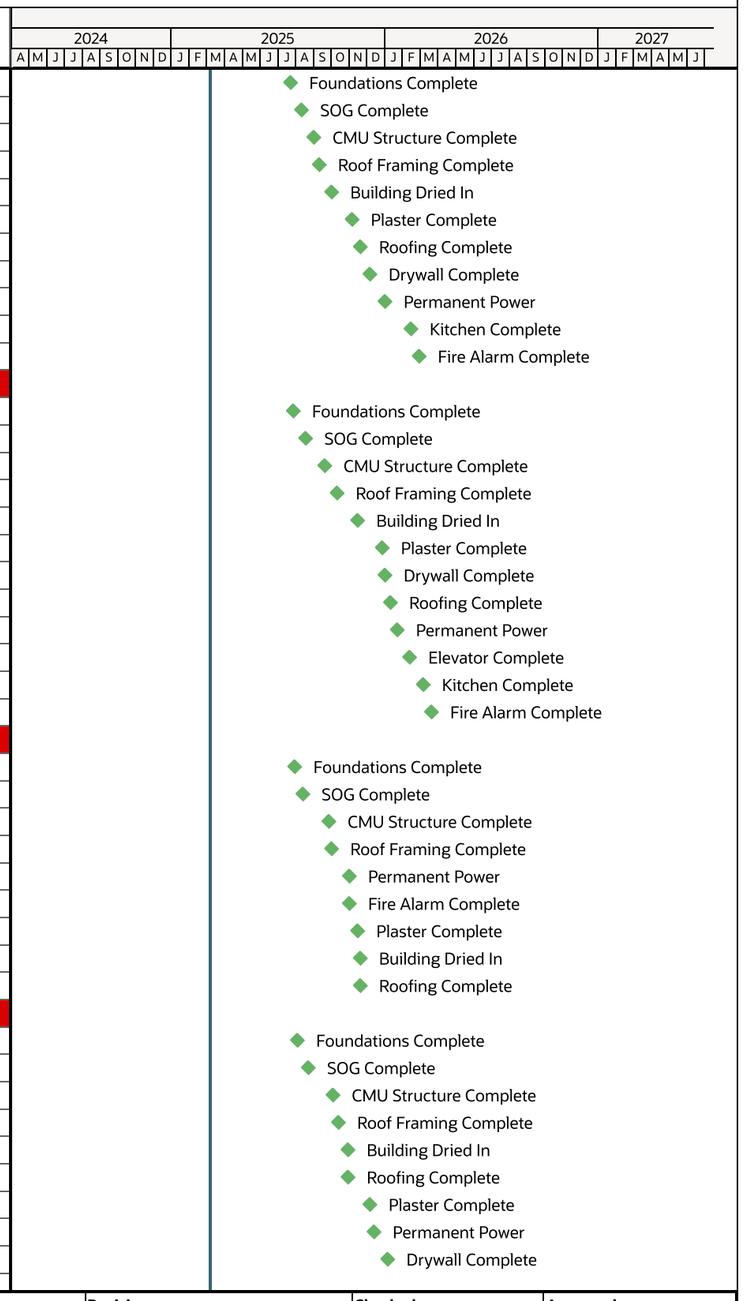


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
A10100	Foundations Complete	0d		21-Jul-25	7x8, no holidays - 7x8, no holidays
A10000	SOG Complete	0d		09-Aug-25	7x8, no holidays - 7x8, no holidays
A9990	CMU Structure Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10010	Roof Framing Complete	0d		09-Sep-25	7x8, no holidays - 7x8, no holidays
A10080	Building Dried In	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A10020	Plaster Complete	0d		04-Nov-25	7x8, no holidays - 7x8, no holidays
A10030	Roofing Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10040	Drywall Complete	0d		04-Dec-25	7x8, no holidays - 7x8, no holidays
A10050	Permanent Power	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A10060	Kitchen Complete	0d		12-Feb-26	7x8, no holidays - 7x8, no holidays
A10070	Fire Alarm Complete	0d		26-Feb-26	7x8, no holidays - 7x8, no holidays
Building A Soccer Plaza		235d	26-Jul-25	18-Mar-26	
A9770	Foundations Complete	0d		26-Jul-25	7x8, no holidays - 7x8, no holidays
A9790	SOG Complete	0d		15-Aug-25	7x8, no holidays - 7x8, no holidays
A9780	CMU Structure Complete	0d		18-Sep-25	7x8, no holidays - 7x8, no holidays
A9800	Roof Framing Complete	0d		09-Oct-25	7x8, no holidays - 7x8, no holidays
A9880	Building Dried In	0d		12-Nov-25	7x8, no holidays - 7x8, no holidays
A9810	Plaster Complete	0d		26-Dec-25	7x8, no holidays - 7x8, no holidays
A9830	Drywall Complete	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A9820	Roofing Complete	0d		08-Jan-26	7x8, no holidays - 7x8, no holidays
A9840	Permanent Power	0d		20-Jan-26	7x8, no holidays - 7x8, no holidays
A9860	Elevator Complete	0d		11-Feb-26	7x8, no holidays - 7x8, no holidays
A9850	Kitchen Complete	0d		04-Mar-26	7x8, no holidays - 7x8, no holidays
A9870	Fire Alarm Complete	0d		18-Mar-26	7x8, no holidays - 7x8, no holidays
Small Maintenance Building		113d	28-Jul-25	18-Nov-25	
A10110	Foundations Complete	0d		28-Jul-25	7x8, no holidays - 7x8, no holidays
A10120	SOG Complete	0d		12-Aug-25	7x8, no holidays - 7x8, no holidays
A10130	CMU Structure Complete	0d		24-Sep-25	7x8, no holidays - 7x8, no holidays
A10140	Roof Framing Complete	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A10190	Permanent Power	0d		29-Oct-25	7x8, no holidays - 7x8, no holidays
A10210	Fire Alarm Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10160	Plaster Complete	0d		12-Nov-25	7x8, no holidays - 7x8, no holidays
A10150	Building Dried In	0d		18-Nov-25	7x8, no holidays - 7x8, no holidays
A10170	Roofing Complete	0d		18-Nov-25	7x8, no holidays - 7x8, no holidays
Restroom Building		157d	01-Aug-25	05-Jan-26	
A10220	Foundations Complete	0d		01-Aug-25	7x8, no holidays - 7x8, no holidays
A10230	SOG Complete	0d		20-Aug-25	7x8, no holidays - 7x8, no holidays
A10240	CMU Structure Complete	0d		02-Oct-25	7x8, no holidays - 7x8, no holidays
A10250	Roof Framing Complete	0d		10-Oct-25	7x8, no holidays - 7x8, no holidays
A10260	Building Dried In	0d		28-Oct-25	7x8, no holidays - 7x8, no holidays
A10280	Roofing Complete	0d		28-Oct-25	7x8, no holidays - 7x8, no holidays
A10270	Plaster Complete	0d		03-Dec-25	7x8, no holidays - 7x8, no holidays
A10300	Permanent Power	0d		11-Dec-25	7x8, no holidays - 7x8, no holidays
A10290	Drywall Complete	0d		05-Jan-26	7x8, no holidays - 7x8, no holidays

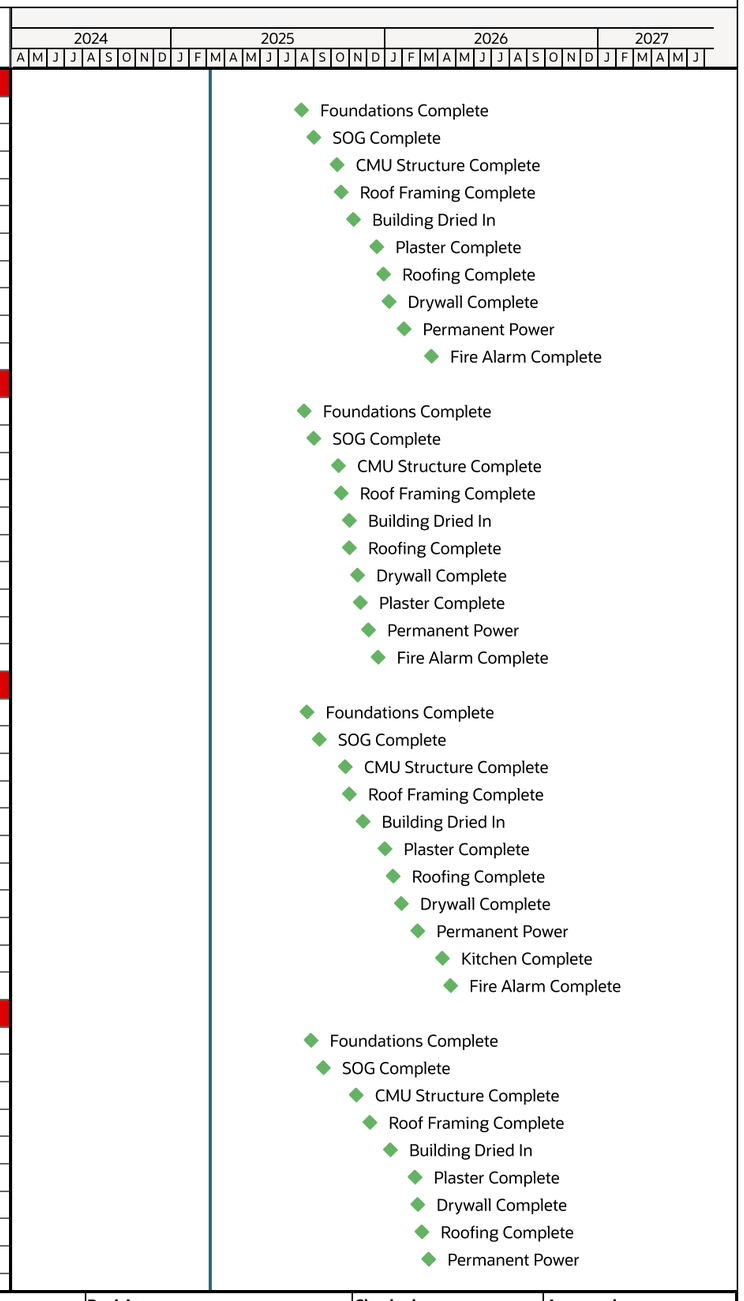


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Green Room / IT Building		222d	09-Aug-25	19-Mar-26	
A10330	Foundations Complete	0d		09-Aug-25	7x8, no holidays - 7x8, no holidays
A10340	SOG Complete	0d		29-Aug-25	7x8, no holidays - 7x8, no holidays
A10350	CMU Structure Complete	0d		08-Oct-25	7x8, no holidays - 7x8, no holidays
A10360	Roof Framing Complete	0d		16-Oct-25	7x8, no holidays - 7x8, no holidays
A10370	Building Dried In	0d		06-Nov-25	7x8, no holidays - 7x8, no holidays
A10380	Plaster Complete	0d		15-Dec-25	7x8, no holidays - 7x8, no holidays
A10390	Roofing Complete	0d		27-Dec-25	7x8, no holidays - 7x8, no holidays
A10400	Drywall Complete	0d		07-Jan-26	7x8, no holidays - 7x8, no holidays
A10410	Permanent Power	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A10430	Fire Alarm Complete	0d		19-Mar-26	7x8, no holidays - 7x8, no holidays
Ticket Booths		128d	13-Aug-25	19-Dec-25	
A10440	Foundations Complete	0d		13-Aug-25	7x8, no holidays - 7x8, no holidays
A10450	SOG Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10460	CMU Structure Complete	0d		11-Oct-25	7x8, no holidays - 7x8, no holidays
A10470	Roof Framing Complete	0d		17-Oct-25	7x8, no holidays - 7x8, no holidays
A10480	Building Dried In	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10500	Roofing Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10510	Drywall Complete	0d		14-Nov-25	7x8, no holidays - 7x8, no holidays
A10490	Plaster Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10520	Permanent Power	0d		02-Dec-25	7x8, no holidays - 7x8, no holidays
A10540	Fire Alarm Complete	0d		19-Dec-25	7x8, no holidays - 7x8, no holidays
Building B Baseball Plaza West		244d	19-Aug-25	20-Apr-26	
A10550	Foundations Complete	0d		19-Aug-25	7x8, no holidays - 7x8, no holidays
A10560	SOG Complete	0d		09-Sep-25	7x8, no holidays - 7x8, no holidays
A10570	CMU Structure Complete	0d		23-Oct-25	7x8, no holidays - 7x8, no holidays
A10580	Roof Framing Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10590	Building Dried In	0d		22-Nov-25	7x8, no holidays - 7x8, no holidays
A10600	Plaster Complete	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A10610	Roofing Complete	0d		13-Jan-26	7x8, no holidays - 7x8, no holidays
A10620	Drywall Complete	0d		28-Jan-26	7x8, no holidays - 7x8, no holidays
A10630	Permanent Power	0d		23-Feb-26	7x8, no holidays - 7x8, no holidays
A10640	Kitchen Complete	0d		06-Apr-26	7x8, no holidays - 7x8, no holidays
A10650	Fire Alarm Complete	0d		20-Apr-26	7x8, no holidays - 7x8, no holidays
Building A Baseball Plaza		257d	25-Aug-25	09-May-26	
A10660	Foundations Complete	0d		25-Aug-25	7x8, no holidays - 7x8, no holidays
A10670	SOG Complete	0d		15-Sep-25	7x8, no holidays - 7x8, no holidays
A10680	CMU Structure Complete	0d		10-Nov-25	7x8, no holidays - 7x8, no holidays
A10690	Roof Framing Complete	0d		04-Dec-25	7x8, no holidays - 7x8, no holidays
A10700	Building Dried In	0d		08-Jan-26	7x8, no holidays - 7x8, no holidays
A10710	Plaster Complete	0d		18-Feb-26	7x8, no holidays - 7x8, no holidays
A10730	Drywall Complete	0d		23-Feb-26	7x8, no holidays - 7x8, no holidays
A10720	Roofing Complete	0d		02-Mar-26	7x8, no holidays - 7x8, no holidays
A10740	Permanent Power	0d		13-Mar-26	7x8, no holidays - 7x8, no holidays

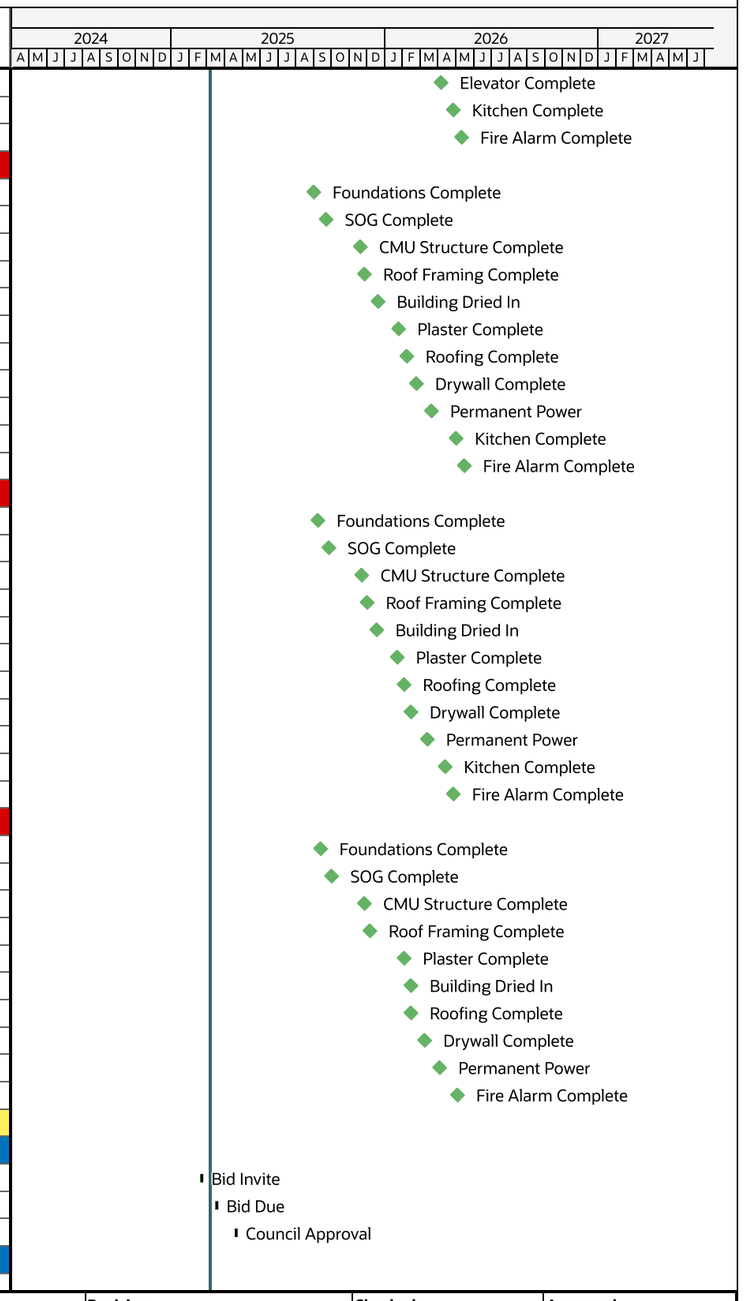


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
A11100	Elevator Complete	0d		04-Apr-26	7x8, no holidays - 7x8, no holidays
A10750	Kitchen Complete	0d		25-Apr-26	7x8, no holidays - 7x8, no holidays
A10760	Fire Alarm Complete	0d		09-May-26	7x8, no holidays - 7x8, no holidays
Building B Baseball Plaza East		256d	30-Aug-25	13-May-26	
A10770	Foundations Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10780	SOG Complete	0d		20-Sep-25	7x8, no holidays - 7x8, no holidays
A10790	CMU Structure Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10800	Roof Framing Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A10810	Building Dried In	0d		18-Dec-25	7x8, no holidays - 7x8, no holidays
A10820	Plaster Complete	0d		24-Jan-26	7x8, no holidays - 7x8, no holidays
A10830	Roofing Complete	0d		05-Feb-26	7x8, no holidays - 7x8, no holidays
A10840	Drywall Complete	0d		20-Feb-26	7x8, no holidays - 7x8, no holidays
A10850	Permanent Power	0d		18-Mar-26	7x8, no holidays - 7x8, no holidays
A10860	Kitchen Complete	0d		29-Apr-26	7x8, no holidays - 7x8, no holidays
A10870	Fire Alarm Complete	0d		13-May-26	7x8, no holidays - 7x8, no holidays
Food Service Building		232d	05-Sep-25	25-Apr-26	
A10880	Foundations Complete	0d		05-Sep-25	7x8, no holidays - 7x8, no holidays
A10890	SOG Complete	0d		25-Sep-25	7x8, no holidays - 7x8, no holidays
A10900	CMU Structure Complete	0d		19-Nov-25	7x8, no holidays - 7x8, no holidays
A10910	Roof Framing Complete	0d		29-Nov-25	7x8, no holidays - 7x8, no holidays
A10920	Building Dried In	0d		15-Dec-25	7x8, no holidays - 7x8, no holidays
A10930	Plaster Complete	0d		21-Jan-26	7x8, no holidays - 7x8, no holidays
A10940	Roofing Complete	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A10950	Drywall Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A10960	Permanent Power	0d		10-Mar-26	7x8, no holidays - 7x8, no holidays
A10970	Kitchen Complete	0d		11-Apr-26	7x8, no holidays - 7x8, no holidays
A10980	Fire Alarm Complete	0d		25-Apr-26	7x8, no holidays - 7x8, no holidays
Large Maintenance Building		234d	10-Sep-25	02-May-26	
A10990	Foundations Complete	0d		10-Sep-25	7x8, no holidays - 7x8, no holidays
A11000	SOG Complete	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A11010	CMU Structure Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A11020	Roof Framing Complete	0d		05-Dec-25	7x8, no holidays - 7x8, no holidays
A11040	Plaster Complete	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A11030	Building Dried In	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11050	Roofing Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11060	Drywall Complete	0d		06-Mar-26	7x8, no holidays - 7x8, no holidays
A11070	Permanent Power	0d		01-Apr-26	7x8, no holidays - 7x8, no holidays
A11090	Fire Alarm Complete	0d		02-May-26	7x8, no holidays - 7x8, no holidays
Pre-Construction		57d	17-Feb-25 A	20-May-25	
Early Electrical Bid		32d	17-Feb-25 A	15-Apr-25	
SC-PC-1000	Bid Invite	1d	17-Feb-25 A	17-Feb-25 A	5x8, with holidays - 5x8, with holidays
SC-PC-1010	Bid Due	1d	13-Mar-25	13-Mar-25	5x8, with holidays - 5x8, with holidays
SC-PC-1020	Council Approval	1d	15-Apr-25	15-Apr-25	5x8, with holidays - 5x8, with holidays
Remaining Trade Bid		57d	03-Mar-25	20-May-25	

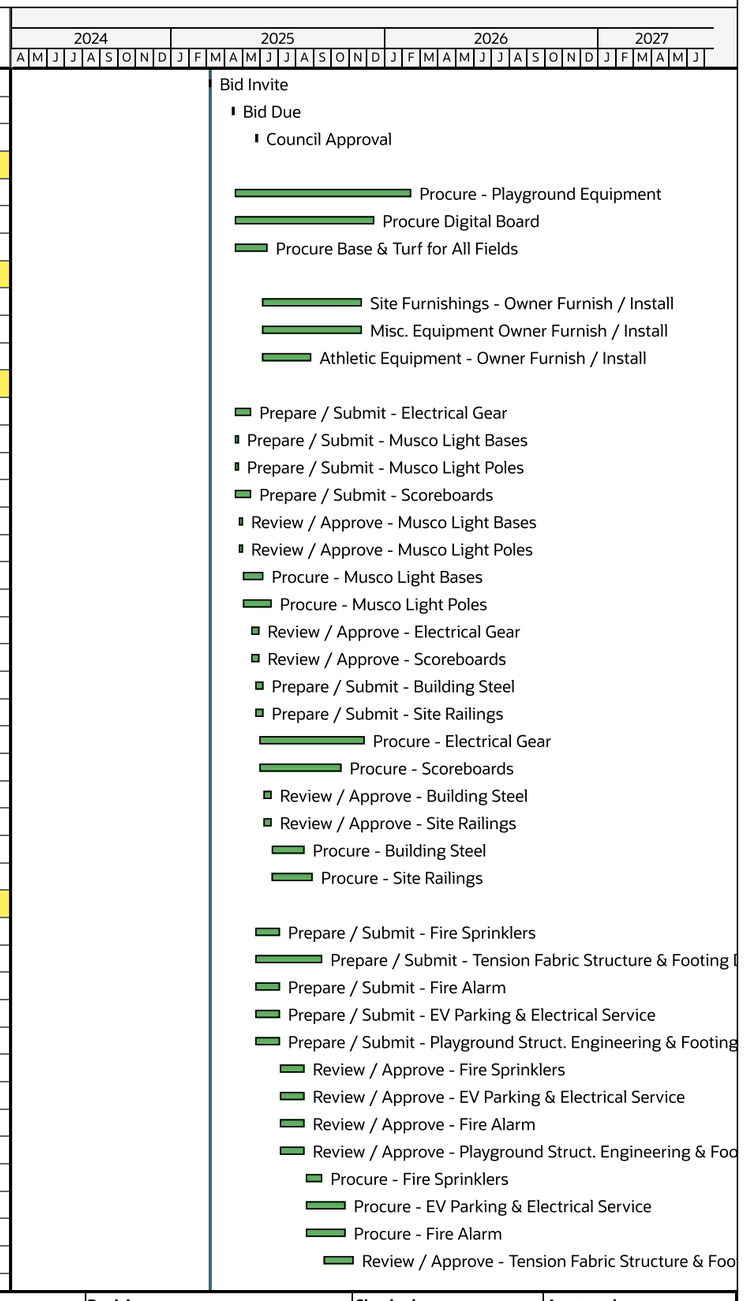


Current
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Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SC-PC-1030	Bid Invite	1d	03-Mar-25 C	03-Mar-25	5x8, with holidays - 5x8, with holidays
SC-PC-1040	Bid Due	1d	10-Apr-25	10-Apr-25	5x8, with holidays - 5x8, with holidays
SC-PC-1050	Council Approval	1d	20-May-25	20-May-25	5x8, with holidays - 5x8, with holidays
Owner / City Direct Buy Procurement		211d	16-Apr-25	13-Feb-26	
32-1020	Procure - Playground Equipment	210d	16-Apr-25	13-Feb-26	5x8, with holidays - 5x8, with holidays
32-1865	Procure Digital Board	165d	16-Apr-25	10-Dec-25	5x8, with holidays - 5x8, with holidays
32-1845	Procure Base & Turf for All Fields	40d	16-Apr-25	11-Jun-25	5x8, with holidays - 5x8, with holidays
Owner Furnish/ Install		120d	02-Jun-25	19-Nov-25	
A11300	Site Furnishings - Owner Furnish / Install	120d	02-Jun-25	19-Nov-25	5x8, with holidays - 5x8, with holidays
A11320	Misc. Equipment Owner Furnish / Install	120d	02-Jun-25	19-Nov-25	5x8, with holidays - 5x8, with holidays
A11310	Athletic Equipment - Owner Furnish / Install	60d	02-Jun-25	25-Aug-25	5x8, with holidays - 5x8, with holidays
Submittals / Procurement		156d	16-Apr-25	24-Nov-25	
26-1500	Prepare / Submit - Electrical Gear	20d	16-Apr-25	13-May-25	5x8, with holidays - 5x8, with holidays
26-2030	Prepare / Submit - Musco Light Bases	5d	16-Apr-25	22-Apr-25	5x8, with holidays - 5x8, with holidays
26-2060	Prepare / Submit - Musco Light Poles	5d	16-Apr-25	22-Apr-25	5x8, with holidays - 5x8, with holidays
26-2090	Prepare / Submit - Scoreboards	20d	16-Apr-25	13-May-25	5x8, with holidays - 5x8, with holidays
26-2040	Review / Approve - Musco Light Bases	5d	23-Apr-25	29-Apr-25	5x8, with holidays - 5x8, with holidays
26-2070	Review / Approve - Musco Light Poles	5d	23-Apr-25	29-Apr-25	5x8, with holidays - 5x8, with holidays
26-2050	Procure - Musco Light Bases	25d	30-Apr-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
26-2080	Procure - Musco Light Poles	35d	30-Apr-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
26-1510	Review / Approve - Electrical Gear	10d	14-May-25	28-May-25	5x8, with holidays - 5x8, with holidays
26-2100	Review / Approve - Scoreboards	10d	14-May-25	28-May-25	5x8, with holidays - 5x8, with holidays
05-1500	Prepare / Submit - Building Steel	10d	21-May-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
05-4030	Prepare / Submit - Site Railings	10d	21-May-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
26-1520	Procure - Electrical Gear	125d	29-May-25	24-Nov-25	5x8, with holidays - 5x8, with holidays
26-2110	Procure - Scoreboards	100d	29-May-25	17-Oct-25	5x8, with holidays - 5x8, with holidays
05-1510	Review / Approve - Building Steel	10d	05-Jun-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
05-4040	Review / Approve - Site Railings	10d	05-Jun-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
05-1515	Procure - Building Steel	40d	19-Jun-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
05-4050	Procure - Site Railings	50d	19-Jun-25	28-Aug-25	5x8, with holidays - 5x8, with holidays
Deferred Submittals / Procurement		201d	21-May-25	06-Mar-26	
21-2500	Prepare / Submit - Fire Sprinklers	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
13-1000	Prepare / Submit - Tension Fabric Structure & Footing Design	80d	21-May-25	12-Sep-25	5x8, with holidays - 5x8, with holidays
28-2500	Prepare / Submit - Fire Alarm	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
26-2500	Prepare / Submit - EV Parking & Electrical Service	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
13-1040	Prepare / Submit - Playground Struct. Engineering & Footing Design	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
21-2510	Review / Approve - Fire Sprinklers	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
26-2510	Review / Approve - EV Parking & Electrical Service	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
28-2510	Review / Approve - Fire Alarm	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
13-1050	Review / Approve - Playground Struct. Engineering & Footing Design	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
21-2520	Procure - Fire Sprinklers	20d	15-Aug-25	12-Sep-25	5x8, with holidays - 5x8, with holidays
26-2520	Procure - EV Parking & Electrical Service	50d	15-Aug-25	24-Oct-25	5x8, with holidays - 5x8, with holidays
28-2520	Procure - Fire Alarm	50d	15-Aug-25	24-Oct-25	5x8, with holidays - 5x8, with holidays
13-1010	Review / Approve - Tension Fabric Structure & Footing Design	40d	15-Sep-25	07-Nov-25	5x8, with holidays - 5x8, with holidays

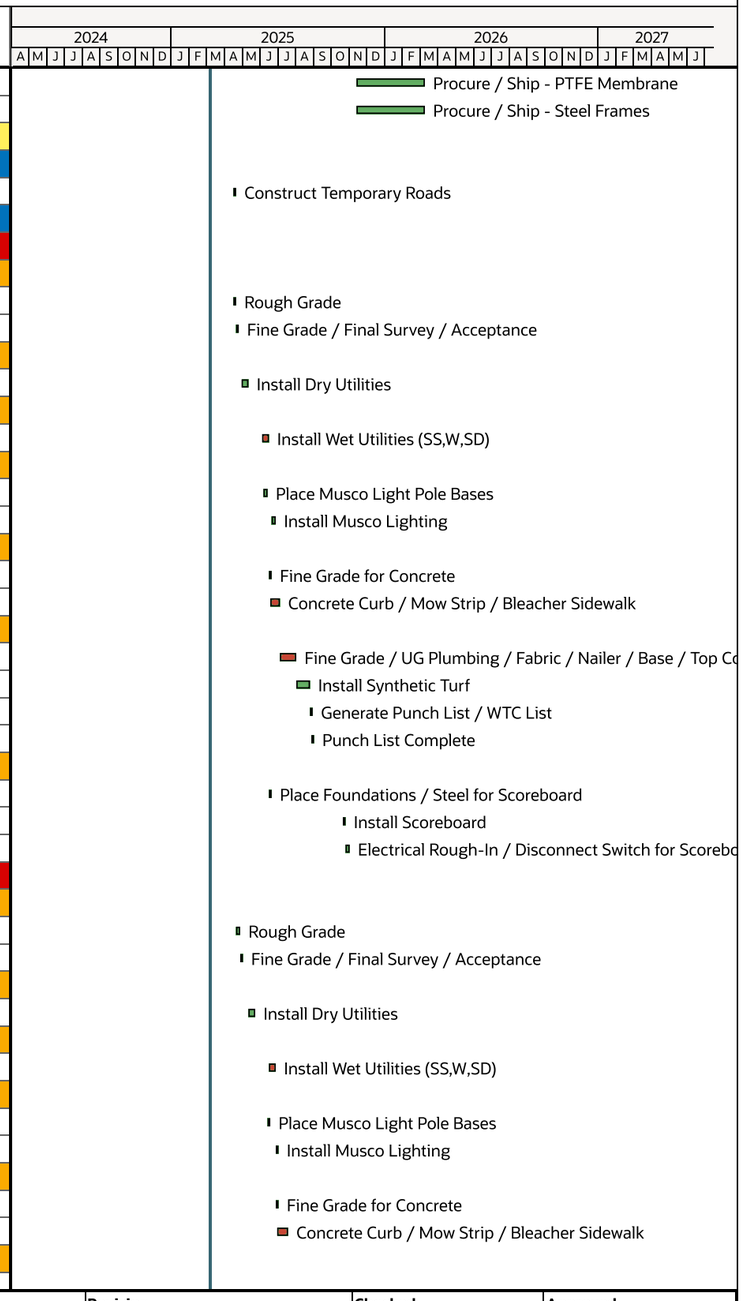


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
13-1030	Procure / Ship - PTFE Membrane	80d	10-Nov-25	06-Mar-26	5x8, with holidays - 5x8, with holidays
13-1020	Procure / Ship - Steel Frames	80d	10-Nov-25	06-Mar-26	5x8, with holidays - 5x8, with holidays
Construction of Sports Complex		456d	14-Apr-25	29-Jan-27	
Temporary Roads		5d	14-Apr-25	18-Apr-25	
TR-1000	Construct Temporary Roads	5d	14-Apr-25	18-Apr-25	5x8, with holidays - 5x8, with holidays
Soccer Facilities		259d	14-Apr-25	20-Apr-26	
Soccer Field 9		141d	14-Apr-25	29-Oct-25	
Grading		6d	14-Apr-25	19-Apr-25	
SF-1000	Rough Grade	5d	14-Apr-25	19-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-1005	Fine Grade / Final Survey / Acceptance	1d	19-Apr-25	19-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	28-Apr-25	09-May-25	
SF-1020	Install Dry Utilities	10d	28-Apr-25	09-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	02-Jun-25	13-Jun-25	
SF-1010	Install Wet Utilities (SS,W,SD)	10d	02-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	05-Jun-25	24-Jun-25	
SF-1030	Place Musco Light Pole Bases	5d	05-Jun-25	10-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1040	Install Musco Lighting	5d	19-Jun-25	24-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	13-Jun-25	02-Jul-25	
SF-1050	Fine Grade for Concrete	2d	13-Jun-25	14-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1060	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	16-Jun-25	02-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	03-Jul-25	30-Aug-25	
SF-1070	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	03-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1080	Install Synthetic Turf	20d	31-Jul-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1090	Generate Punch List / WTC List	2d	23-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1100	Punch List Complete	5d	26-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		117d	13-Jun-25	29-Oct-25	
SF-1110	Place Foundations / Steel for Scoreboard	5d	13-Jun-25	18-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1120	Install Scoreboard	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1130	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 10		140d	19-Apr-25	04-Nov-25	
Grading		6d	19-Apr-25	25-Apr-25	
SF-1140	Rough Grade	5d	19-Apr-25	25-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-1145	Fine Grade / Final Survey / Acceptance	1d	25-Apr-25	25-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	09-May-25	21-May-25	
SF-1160	Install Dry Utilities	10d	09-May-25	21-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Jun-25	25-Jun-25	
SF-1150	Install Wet Utilities (SS,W,SD)	10d	13-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	11-Jun-25	30-Jun-25	
SF-1170	Place Musco Light Pole Bases	5d	11-Jun-25	16-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1180	Install Musco Lighting	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	25-Jun-25	15-Jul-25	
SF-1190	Fine Grade for Concrete	2d	25-Jun-25	26-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1200	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Jun-25	15-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	16-Jul-25	12-Sep-25	

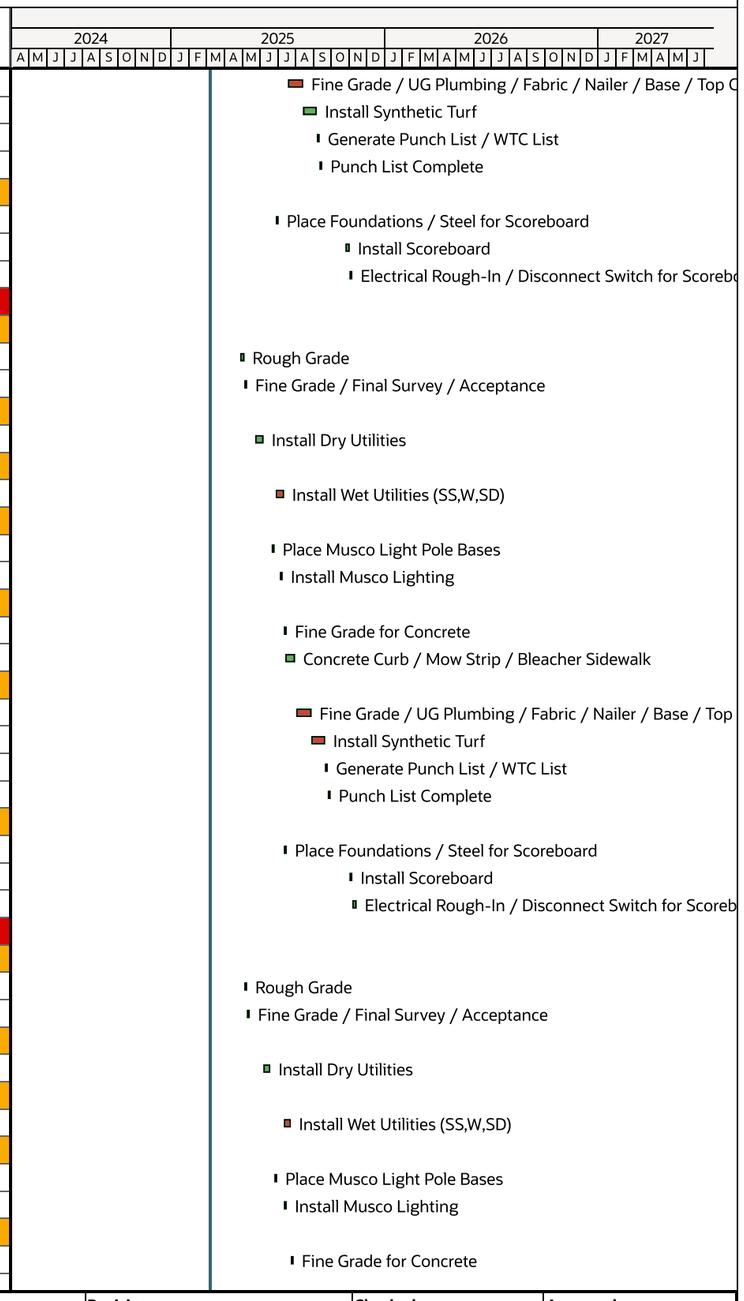


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Tilden-Coil CONSTRUCTORS
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-1210	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	16-Jul-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1220	Install Synthetic Turf	20d	12-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1230	Generate Punch List / WTC List	2d	05-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1240	Punch List Complete	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		112d	25-Jun-25	04-Nov-25	
SF-1250	Place Foundations / Steel for Scoreboard	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1260	Install Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1270	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 11		140d	25-Apr-25	10-Nov-25	
Grading		6d	25-Apr-25	01-May-25	
SF-1280	Rough Grade	5d	25-Apr-25	01-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3220	Fine Grade / Final Survey / Acceptance	1d	01-May-25	01-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		11d	21-May-25	04-Jun-25	
SF-1300	Install Dry Utilities	10d	21-May-25	04-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	25-Jun-25	09-Jul-25	
SF-1290	Install Wet Utilities (SS,W,SD)	10d	25-Jun-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	17-Jun-25	07-Jul-25	
SF-1310	Place Musco Light Pole Bases	5d	17-Jun-25	21-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1320	Install Musco Lighting	5d	01-Jul-25	07-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	09-Jul-25	28-Jul-25	
SF-1330	Fine Grade for Concrete	2d	09-Jul-25	10-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1340	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	11-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	30-Jul-25	26-Sep-25	
SF-1350	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	30-Jul-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1360	Install Synthetic Turf	20d	26-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1370	Generate Punch List / WTC List	2d	19-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1380	Punch List Complete	5d	22-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		106d	09-Jul-25	10-Nov-25	
SF-1390	Place Foundations / Steel for Scoreboard	5d	09-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1400	Install Scoreboard	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1410	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 12		140d	01-May-25	17-Nov-25	
Grading		6d	01-May-25	07-May-25	
SF-1420	Rough Grade	5d	01-May-25	07-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3230	Fine Grade / Final Survey / Acceptance	1d	07-May-25	07-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	04-Jun-25	16-Jun-25	
SF-1440	Install Dry Utilities	10d	04-Jun-25	16-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	09-Jul-25	21-Jul-25	
SF-1430	Install Wet Utilities (SS,W,SD)	10d	09-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	23-Jun-25	12-Jul-25	
SF-1450	Place Musco Light Pole Bases	5d	23-Jun-25	27-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1460	Install Musco Lighting	5d	08-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	21-Jul-25	08-Aug-25	
SF-1470	Fine Grade for Concrete	2d	21-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

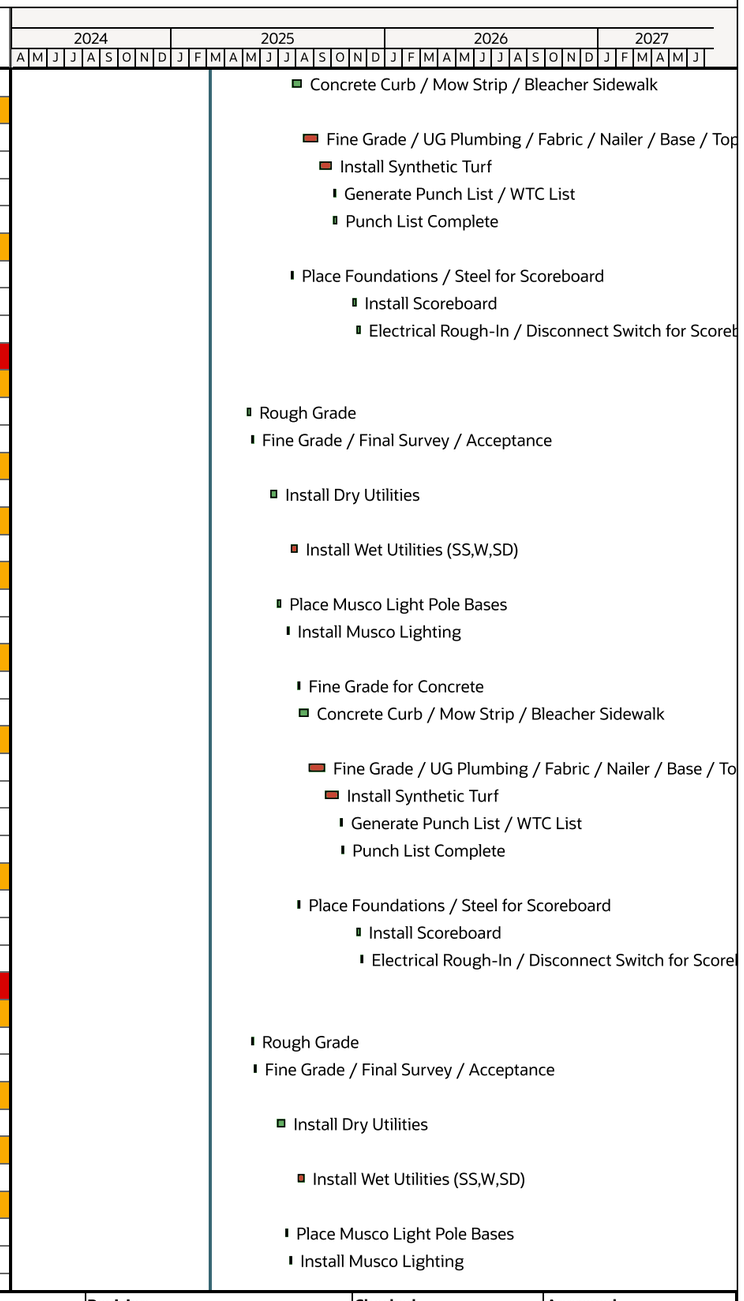


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Tilden-Coil CONSTRUCTORS
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ID	Name	Dur	Start	Finish	Calendar
SF-1480	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	23-Jul-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	11-Aug-25	08-Oct-25	
SF-1490	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	11-Aug-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1500	Install Synthetic Turf	20d	08-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1510	Generate Punch List / WTC List	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1520	Punch List Complete	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		101d	21-Jul-25	17-Nov-25	
SF-1530	Place Foundations / Steel for Scoreboard	5d	21-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1540	Install Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1550	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 5		140d	07-May-25	22-Nov-25	
Grading		6d	07-May-25	13-May-25	
SF-1560	Rough Grade	5d	07-May-25	13-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3240	Fine Grade / Final Survey / Acceptance	1d	13-May-25	13-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	16-Jun-25	27-Jun-25	
SF-1580	Install Dry Utilities	10d	16-Jun-25	27-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	21-Jul-25	01-Aug-25	
SF-1570	Install Wet Utilities (SS,W,SD)	10d	21-Jul-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	28-Jun-25	18-Jul-25	
SF-1590	Place Musco Light Pole Bases	5d	28-Jun-25	03-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1600	Install Musco Lighting	5d	14-Jul-25	18-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	01-Aug-25	20-Aug-25	
SF-1610	Fine Grade for Concrete	2d	01-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1620	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	04-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	22-Aug-25	20-Oct-25	
SF-1630	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	22-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1640	Install Synthetic Turf	20d	19-Sep-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1650	Generate Punch List / WTC List	2d	13-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1660	Punch List Complete	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		96d	01-Aug-25	22-Nov-25	
SF-1670	Place Foundations / Steel for Scoreboard	5d	01-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1680	Install Scoreboard	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1690	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 6		140d	13-May-25	01-Dec-25	
Grading		6d	13-May-25	19-May-25	
SF-1700	Rough Grade	5d	13-May-25	19-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3250	Fine Grade / Final Survey / Acceptance	1d	19-May-25	19-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Jun-25	11-Jul-25	
SF-1720	Install Dry Utilities	10d	27-Jun-25	11-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	01-Aug-25	13-Aug-25	
SF-1710	Install Wet Utilities (SS,W,SD)	10d	01-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		12d	11-Jul-25	24-Jul-25	
SF-1730	Place Musco Light Pole Bases	5d	11-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1740	Install Musco Lighting	5d	19-Jul-25	24-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

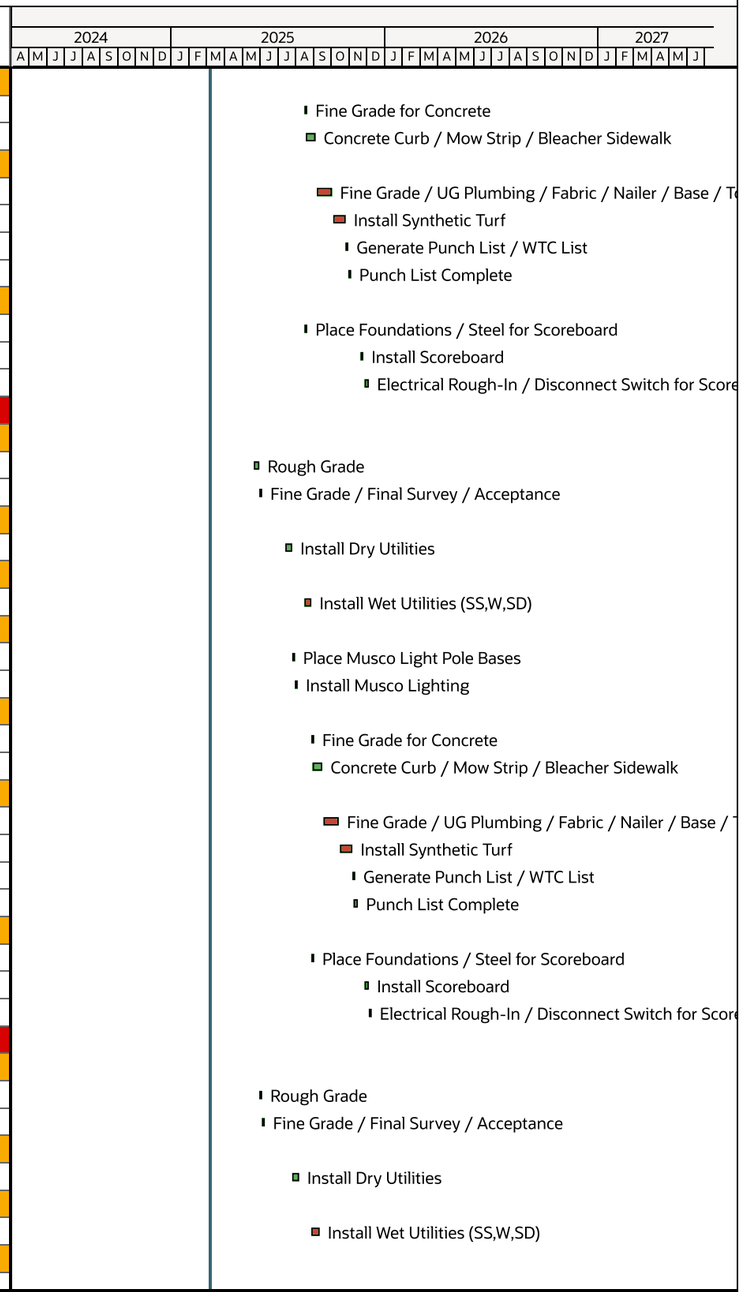


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Site Concrete Before Field		17d	13-Aug-25	02-Sep-25	
SF-1750	Fine Grade for Concrete	2d	13-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1760	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	04-Sep-25	31-Oct-25	
SF-1770	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	04-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1780	Install Synthetic Turf	20d	01-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1790	Generate Punch List / WTC List	2d	24-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1800	Punch List Complete	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		91d	13-Aug-25	01-Dec-25	
SF-1810	Place Foundations / Steel for Scoreboard	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1820	Install Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1830	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 7		140d	19-May-25	06-Dec-25	
Grading		7d	19-May-25	27-May-25	
SF-1840	Rough Grade	5d	19-May-25	27-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3260	Fine Grade / Final Survey / Acceptance	1d	27-May-25	27-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	11-Jul-25	23-Jul-25	
SF-1860	Install Dry Utilities	10d	11-Jul-25	23-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Aug-25	25-Aug-25	
SF-1850	Install Wet Utilities (SS,W,SD)	10d	13-Aug-25	25-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	23-Jul-25	02-Aug-25	
SF-1870	Place Musco Light Pole Bases	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1880	Install Musco Lighting	5d	29-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	25-Aug-25	13-Sep-25	
SF-1890	Fine Grade for Concrete	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1900	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Aug-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	16-Sep-25	13-Nov-25	
SF-1910	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	16-Sep-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1920	Install Synthetic Turf	20d	13-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1930	Generate Punch List / WTC List	2d	05-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1940	Punch List Complete	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		86d	25-Aug-25	06-Dec-25	
SF-1950	Place Foundations / Steel for Scoreboard	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1960	Install Scoreboard	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1970	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 8		139d	27-May-25	12-Dec-25	
Grading		6d	27-May-25	02-Jun-25	
SF-1980	Rough Grade	5d	27-May-25	02-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3270	Fine Grade / Final Survey / Acceptance	1d	02-Jun-25	02-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	23-Jul-25	04-Aug-25	
SF-2000	Install Dry Utilities	10d	23-Jul-25	04-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	25-Aug-25	08-Sep-25	
SF-1990	Install Wet Utilities (SS,W,SD)	10d	25-Aug-25	08-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	04-Aug-25	14-Aug-25	

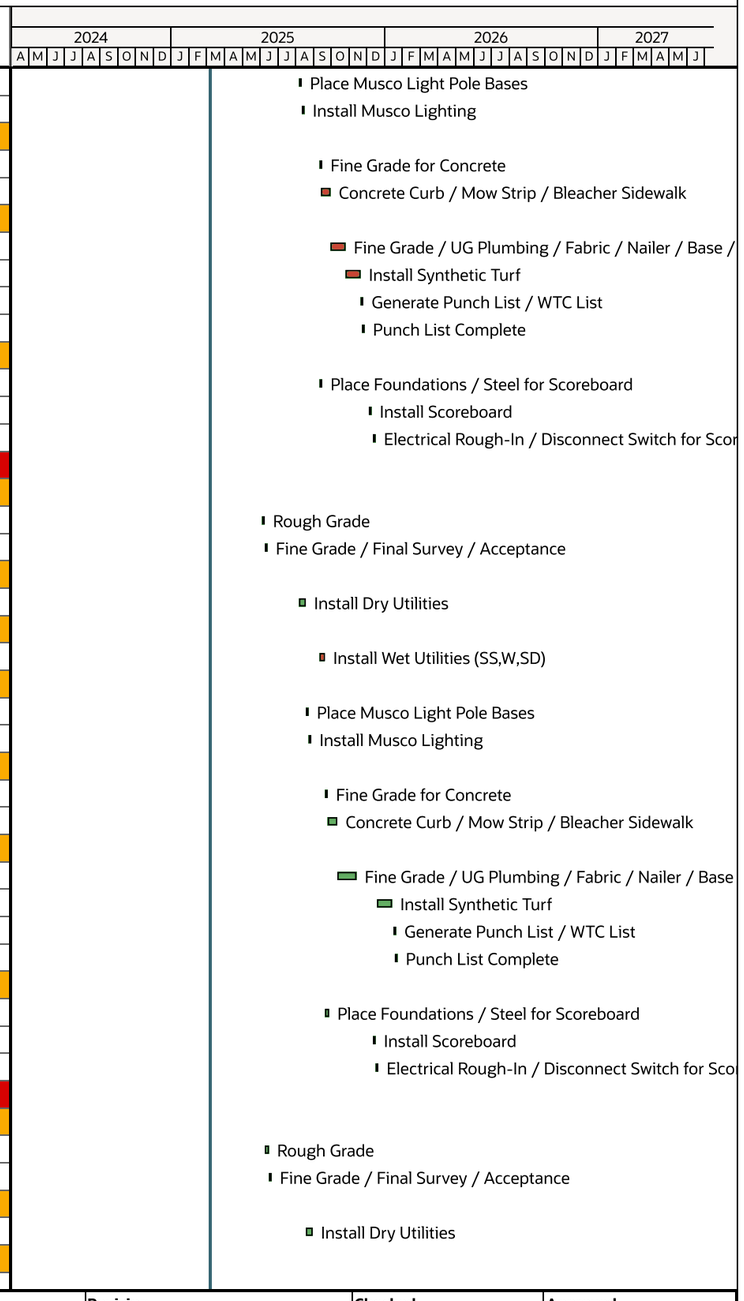


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-2010	Place Musco Light Pole Bases	5d	04-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2020	Install Musco Lighting	5d	09-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	08-Sep-25	26-Sep-25	
SF-2030	Fine Grade for Concrete	2d	08-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2040	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	10-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	27-Sep-25	25-Nov-25	
SF-2050	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	27-Sep-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2060	Install Synthetic Turf	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2070	Generate Punch List / WTC List	2d	18-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2080	Punch List Complete	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		80d	08-Sep-25	12-Dec-25	
SF-2090	Place Foundations / Steel for Scoreboard	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2100	Install Scoreboard	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2110	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 4		160d	02-Jun-25	20-Jan-26	
Grading		6d	02-Jun-25	07-Jun-25	
SF-2120	Rough Grade	5d	02-Jun-25	07-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3280	Fine Grade / Final Survey / Acceptance	1d	07-Jun-25	07-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	04-Aug-25	15-Aug-25	
SF-2140	Install Dry Utilities	10d	04-Aug-25	15-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	08-Sep-25	19-Sep-25	
SF-2130	Install Wet Utilities (SS,W,SD)	10d	08-Sep-25	19-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	15-Aug-25	26-Aug-25	
SF-2150	Place Musco Light Pole Bases	5d	15-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2160	Install Musco Lighting	5d	21-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	19-Sep-25	08-Oct-25	
SF-2170	Fine Grade for Concrete	2d	19-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2180	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	22-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		84d	09-Oct-25	20-Jan-26	
SF-2190	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	09-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2200	Install Synthetic Turf	21d	17-Dec-25	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2210	Generate Punch List / WTC List	2d	13-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2220	Punch List Complete	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		75d	19-Sep-25	18-Dec-25	
SF-2230	Place Foundations / Steel for Scoreboard	5d	19-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2240	Install Scoreboard	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2250	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 3		173d	07-Jun-25	13-Feb-26	
Grading		6d	07-Jun-25	13-Jun-25	
SF-2260	Rough Grade	5d	07-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3290	Fine Grade / Final Survey / Acceptance	1d	13-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	15-Aug-25	27-Aug-25	
SF-2280	Install Dry Utilities	10d	15-Aug-25	27-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	19-Sep-25	01-Oct-25	

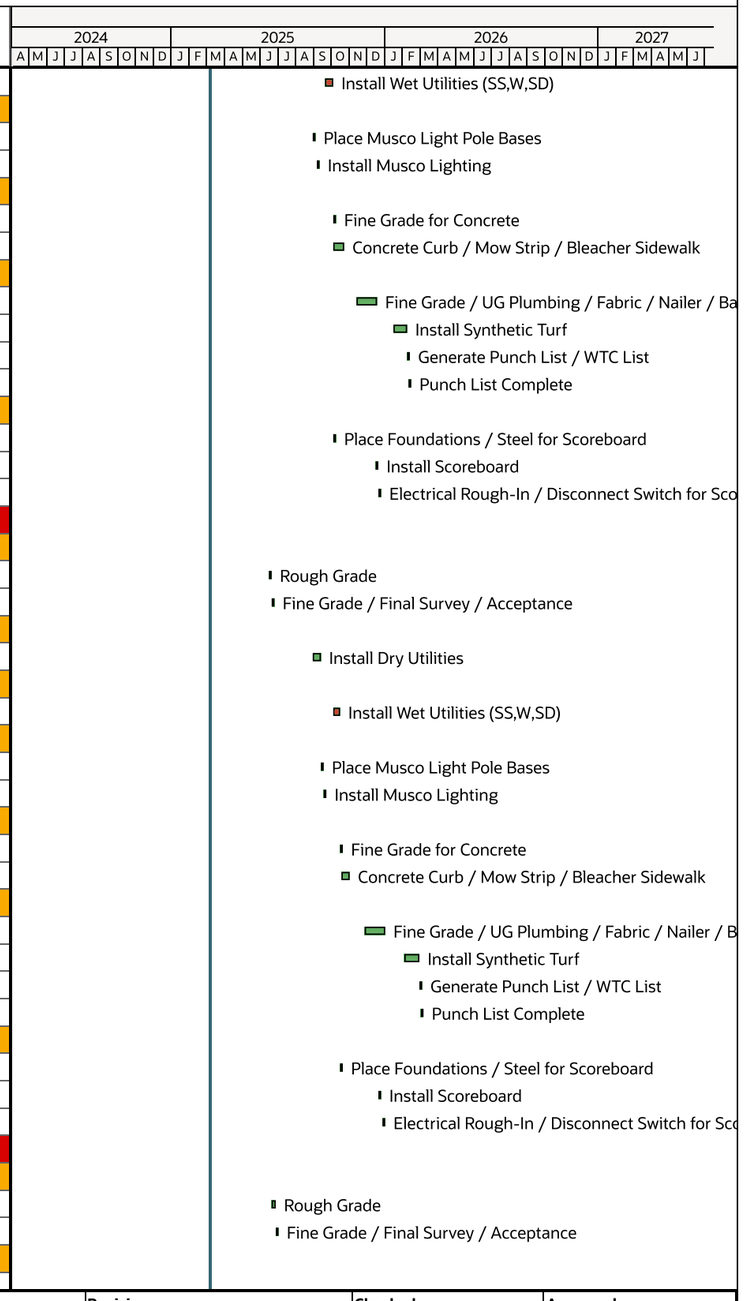


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SF-2270	Install Wet Utilities (SS,W,SD)	10d	19-Sep-25	01-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	27-Aug-25	08-Sep-25	
SF-2290	Place Musco Light Pole Bases	5d	27-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2300	Install Musco Lighting	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	01-Oct-25	20-Oct-25	
SF-2310	Fine Grade for Concrete	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2320	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	03-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		77d	12-Nov-25	13-Feb-26	
SF-2330	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	12-Nov-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2340	Install Synthetic Turf	21d	13-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2350	Generate Punch List / WTC List	2d	06-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2360	Punch List Complete	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		70d	01-Oct-25	24-Dec-25	
SF-2370	Place Foundations / Steel for Scoreboard	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2380	Install Scoreboard	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2390	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 2		183d	13-Jun-25	05-Mar-26	
Grading		6d	13-Jun-25	19-Jun-25	
SF-2400	Rough Grade	5d	13-Jun-25	19-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3300	Fine Grade / Final Survey / Acceptance	1d	19-Jun-25	19-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Aug-25	10-Sep-25	
SF-2420	Install Dry Utilities	10d	27-Aug-25	10-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	01-Oct-25	13-Oct-25	
SF-2410	Install Wet Utilities (SS,W,SD)	10d	01-Oct-25	13-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	10-Sep-25	20-Sep-25	
SF-2430	Place Musco Light Pole Bases	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2440	Install Musco Lighting	5d	16-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	13-Oct-25	31-Oct-25	
SF-2450	Fine Grade for Concrete	2d	13-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2460	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		84d	24-Nov-25	05-Mar-26	
SF-2470	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	24-Nov-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2480	Install Synthetic Turf	21d	02-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2490	Generate Punch List / WTC List	2d	26-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2500	Punch List Complete	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		65d	13-Oct-25	31-Dec-25	
SF-2510	Place Foundations / Steel for Scoreboard	5d	13-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2520	Install Scoreboard	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2530	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 1		196d	19-Jun-25	30-Mar-26	
Grading		6d	19-Jun-25	25-Jun-25	
SF-2540	Rough Grade	5d	19-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3310	Fine Grade / Final Survey / Acceptance	1d	25-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	10-Sep-25	22-Sep-25	

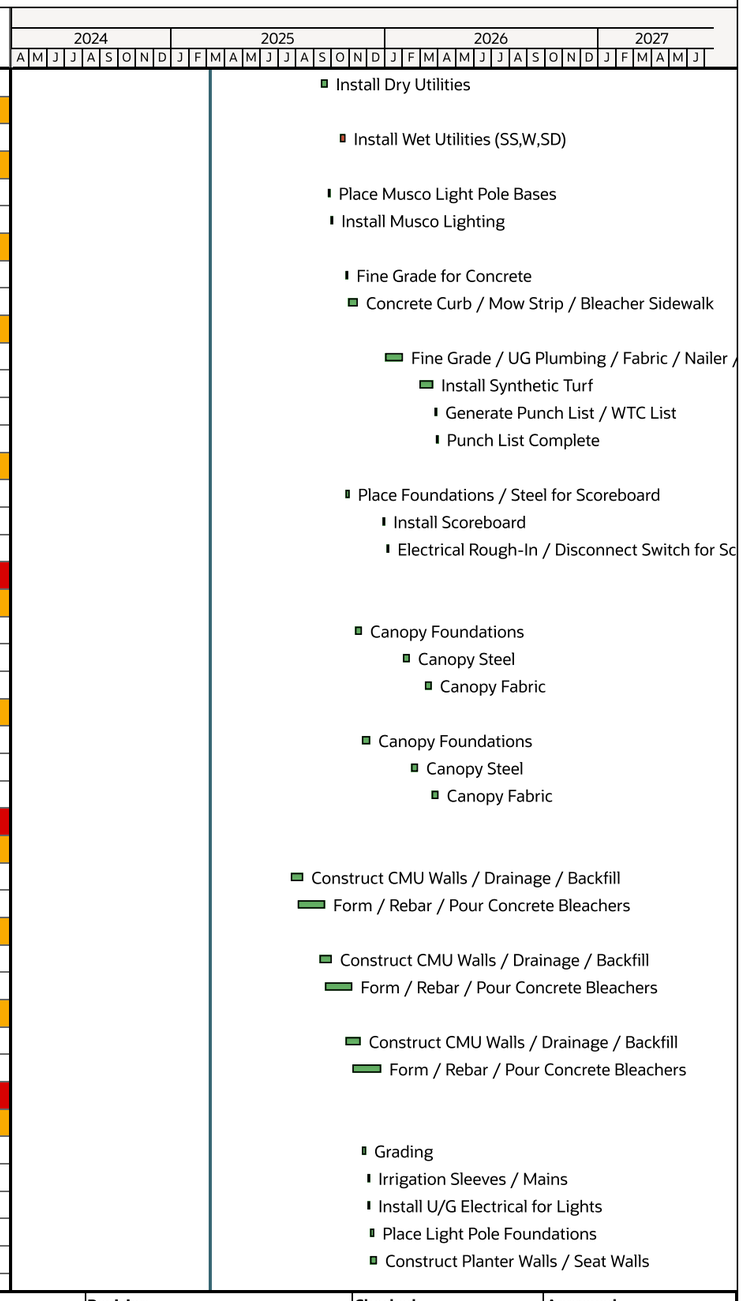


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ID	Name	Dur	Start	Finish	Calendar
SF-2560	Install Dry Utilities	10d	10-Sep-25	22-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Oct-25	24-Oct-25	
SF-2550	Install Wet Utilities (SS,W,SD)	10d	13-Oct-25	24-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	22-Sep-25	02-Oct-25	
SF-2570	Place Musco Light Pole Bases	5d	22-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2580	Install Musco Lighting	5d	27-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	24-Oct-25	13-Nov-25	
SF-2590	Fine Grade for Concrete	2d	24-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2600	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Oct-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		77d	30-Dec-25	30-Mar-26	
SF-2610	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	30-Dec-25	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2620	Install Synthetic Turf	21d	26-Feb-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2630	Generate Punch List / WTC List	2d	23-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2640	Punch List Complete	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		60d	24-Oct-25	07-Jan-26	
SF-2650	Place Foundations / Steel for Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2660	Install Scoreboard	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2670	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Soccer Facilities		117d	08-Nov-25	30-Mar-26	
Canopies 9-12		107d	08-Nov-25	18-Mar-26	
SF-2680	Canopy Foundations	10d	08-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2690	Canopy Steel	10d	31-Jan-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2700	Canopy Fabric	10d	07-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies 5-8		107d	21-Nov-25	30-Mar-26	
SF-2710	Canopy Foundations	10d	21-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2720	Canopy Steel	10d	12-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2730	Canopy Fabric	10d	19-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields		131d	21-Jul-25	24-Dec-25	
Walls / Concrete Bleachers @ Soccer Fields 9-12		50d	21-Jul-25	17-Sep-25	
SF-2760	Construct CMU Walls / Drainage / Backfill	20d	21-Jul-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2780	Form / Rebar / Pour Concrete Bleachers	40d	01-Aug-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields 5-8		50d	08-Sep-25	04-Nov-25	
SF-2920	Construct CMU Walls / Drainage / Backfill	20d	08-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2940	Form / Rebar / Pour Concrete Bleachers	40d	19-Sep-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields 1-4		50d	24-Oct-25	24-Dec-25	
SF-3080	Construct CMU Walls / Drainage / Backfill	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3100	Form / Rebar / Pour Concrete Bleachers	40d	05-Nov-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways Around Soccer Fields		90d	21-Nov-25	10-Mar-26	
Seating Area / Walkways @ Soccer Fields 9-12		64d	21-Nov-25	07-Feb-26	
SF-2740	Grading	5d	21-Nov-25	26-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2790	Irrigation Sleeves / Mains	5d	29-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2800	Install U/G Electrical for Lights	5d	29-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2810	Place Light Pole Foundations	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2820	Construct Planter Walls / Seat Walls	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

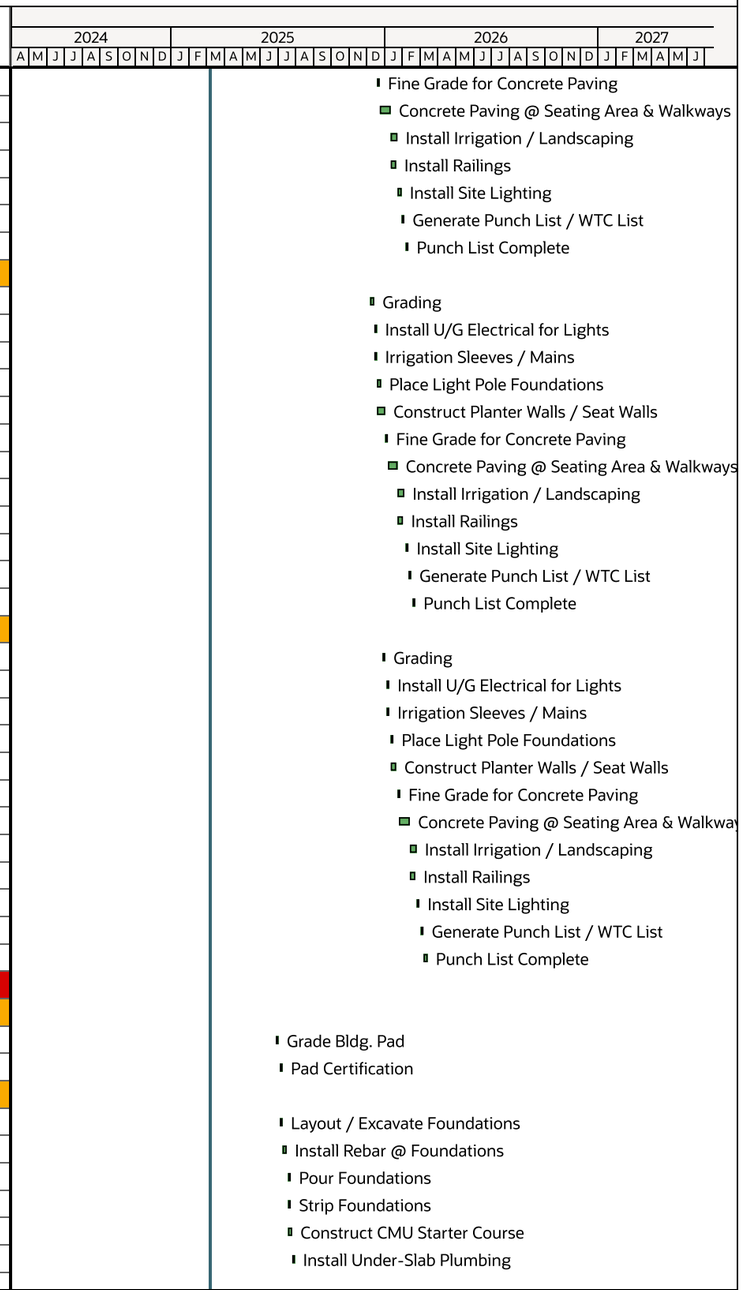


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ID	Name	Dur	Start	Finish	Calendar
SF-2830	Fine Grade for Concrete Paving	4d	17-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2840	Concrete Paving @ Seating Area & Walkways	15d	22-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2850	Install Irrigation / Landscaping	10d	10-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2860	Install Railings	8d	10-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2870	Install Site Lighting	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2880	Generate Punch List / WTC List	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2890	Punch List Complete	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways @ Soccer Fields 5-8		64d	05-Dec-25	19-Feb-26	
SF-2900	Grading	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2960	Install U/G Electrical for Lights	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2950	Irrigation Sleeves / Mains	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2970	Place Light Pole Foundations	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2980	Construct Planter Walls / Seat Walls	10d	17-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2990	Fine Grade for Concrete Paving	4d	30-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3000	Concrete Paving @ Seating Area & Walkways	15d	05-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3010	Install Irrigation / Landscaping	10d	22-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3020	Install Railings	8d	22-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3030	Install Site Lighting	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3040	Generate Punch List / WTC List	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3050	Punch List Complete	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways @ Soccer Fields 1-4		63d	26-Dec-25	10-Mar-26	
SF-3060	Grading	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3120	Install U/G Electrical for Lights	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3110	Irrigation Sleeves / Mains	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3130	Place Light Pole Foundations	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3140	Construct Planter Walls / Seat Walls	10d	08-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3150	Fine Grade for Concrete Paving	3d	20-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3160	Concrete Paving @ Seating Area & Walkways	15d	23-Jan-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3170	Install Irrigation / Landscaping	10d	10-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3180	Install Railings	8d	10-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3190	Install Site Lighting	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3200	Generate Punch List / WTC List	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3210	Punch List Complete	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Soccer Plaza West)		167d	25-Jun-25	23-Feb-26	
Grade Bldg. Pad		6d	25-Jun-25	01-Jul-25	
BSF-1000	Grade Bldg. Pad	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1010	Pad Certification	1d	01-Jul-25	01-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		44d	02-Jul-25	03-Sep-25	
BSF-1020	Layout / Excavate Foundations	3d	02-Jul-25	05-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1030	Install Rebar @ Foundations	7d	07-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1040	Pour Foundations	1d	15-Jul-25	15-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1050	Strip Foundations	1d	16-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1060	Construct CMU Starter Course	5d	17-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1070	Install Under-Slab Plumbing	3d	23-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

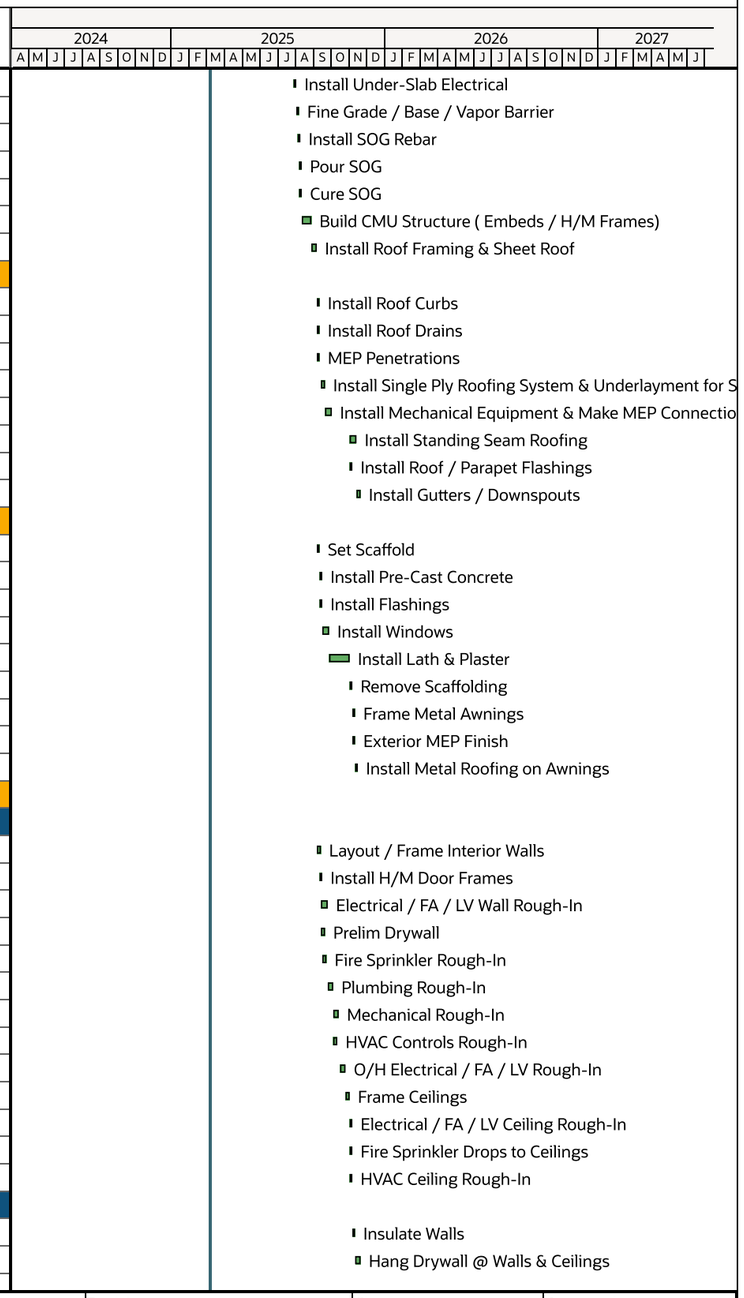


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-1080	Install Under-Slab Electrical	3d	26-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1090	Fine Grade / Base / Vapor Barrier	2d	30-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1100	Install SOG Rebar	2d	01-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1110	Pour SOG	1d	04-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1120	Cure SOG	3d	05-Aug-25	07-Aug-25	7x8, no holidays - 7x8, no holidays
BSF-1130	Build CMU Structure (Embeds / H/M Frames)	15d	08-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1140	Install Roof Framing & Sheet Roof	7d	26-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	04-Sep-25	17-Nov-25	
BSF-1160	Install Roof Curbs	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1170	Install Roof Drains	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1150	MEP Penetrations	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	10-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1190	Install Mechanical Equipment & Make MEP Connections	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1210	Install Standing Seam Roofing	10d	30-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1200	Install Roof / Parapet Flashings	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1220	Install Gutters / Downspouts	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	04-Sep-25	14-Nov-25	
BSF-1230	Set Scaffold	3d	04-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1240	Install Pre-Cast Concrete	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1250	Install Flashings	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1260	Install Windows	10d	13-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1270	Install Lath & Plaster	30d	25-Sep-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1280	Remove Scaffolding	3d	30-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1300	Frame Metal Awnings	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1290	Exterior MEP Finish	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1310	Install Metal Roofing on Awnings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		132d	04-Sep-25	10-Feb-26	
Framing / MEP Rough-In		53d	04-Sep-25	04-Nov-25	
BSF-1320	Layout / Frame Interior Walls	7d	04-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1330	Install H/M Door Frames	3d	09-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1360	Electrical / FA / LV Wall Rough-In	10d	12-Sep-25	23-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1350	Prelim Drywall	5d	12-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1340	Fire Sprinkler Rough-In	7d	13-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1370	Plumbing Rough-In	10d	22-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1390	Mechanical Rough-In	8d	03-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1380	HVAC Controls Rough-In	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1400	O/H Electrical / FA / LV Rough-In	10d	13-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1410	Frame Ceilings	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1430	Electrical / FA / LV Ceiling Rough-In	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1420	Fire Sprinkler Drops to Ceilings	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1440	HVAC Ceiling Rough-In	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	05-Nov-25	10-Feb-26	
BSF-1450	Insulate Walls	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1460	Hang Drywall @ Walls & Ceilings	8d	08-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

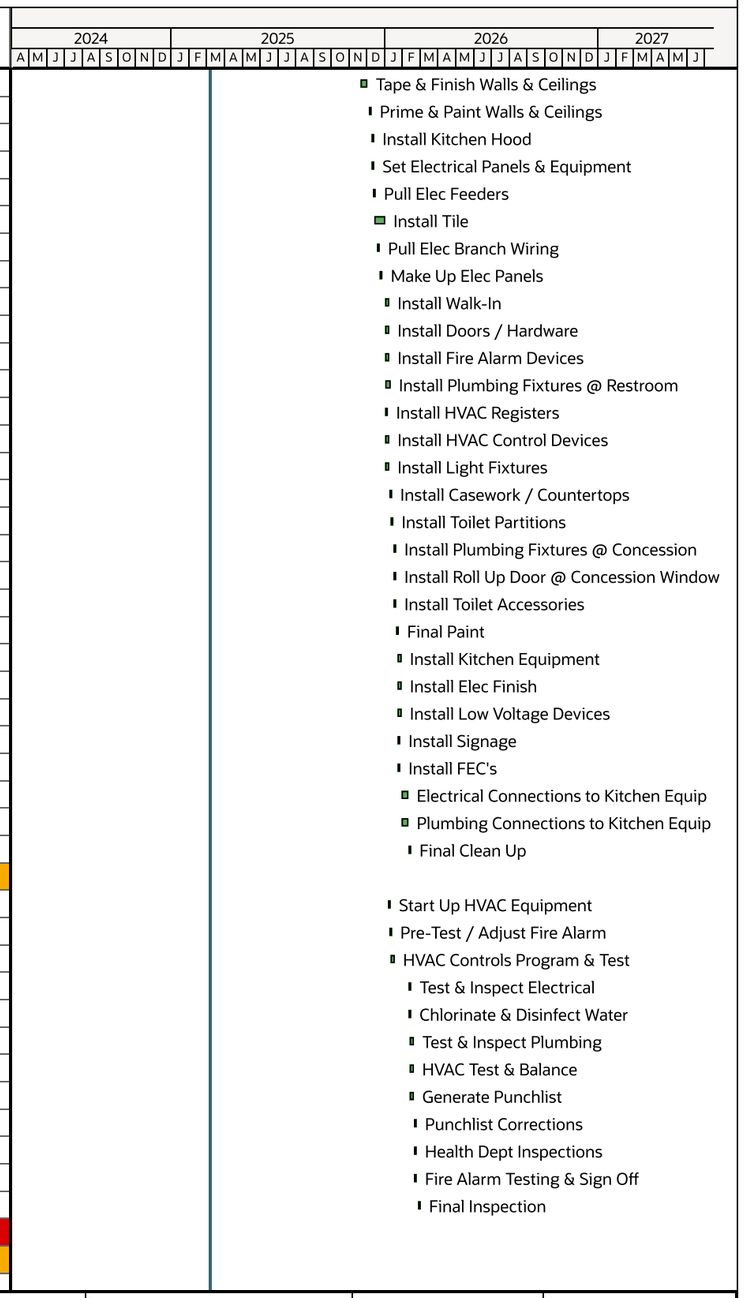


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-1470	Tape & Finish Walls & Ceilings	8d	19-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1480	Prime & Paint Walls & Ceilings	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1490	Install Kitchen Hood	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1500	Set Electrical Panels & Equipment	2d	06-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1510	Pull Elec Feeders	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1520	Install Tile	15d	12-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1530	Pull Elec Branch Wiring	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1540	Make Up Elec Panels	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1550	Install Walk-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1590	Install Doors / Hardware	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1560	Install Fire Alarm Devices	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1610	Install Plumbing Fixtures @ Restroom	8d	31-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1580	Install HVAC Registers	3d	31-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1600	Install HVAC Control Devices	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1570	Install Light Fixtures	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1620	Install Casework / Countertops	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1630	Install Toilet Partitions	3d	10-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1640	Install Plumbing Fixtures @ Concession	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1650	Install Roll Up Door @ Concession Window	3d	13-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1660	Install Toilet Accessories	3d	14-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1670	Final Paint	3d	19-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1680	Install Kitchen Equipment	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1710	Install Elec Finish	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1720	Install Low Voltage Devices	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1690	Install Signage	2d	22-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1700	Install FEC's	2d	22-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1730	Electrical Connections to Kitchen Equip	10d	28-Jan-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1740	Plumbing Connections to Kitchen Equip	10d	28-Jan-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1750	Final Clean Up	2d	09-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	05-Jan-26	23-Feb-26	
BSF-1760	Start Up HVAC Equipment	5d	05-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1770	Pre-Test / Adjust Fire Alarm	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1780	HVAC Controls Program & Test	5d	10-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1790	Test & Inspect Electrical	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1800	Chlorinate & Disinfect Water	2d	09-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1830	Test & Inspect Plumbing	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1820	HVAC Test & Balance	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1810	Generate Punchlist	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1850	Punchlist Corrections	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1840	Health Dept Inspections	2d	17-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1860	Fire Alarm Testing & Sign Off	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1870	Final Inspection	1d	23-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Soccer Plaza East)		167d	01-Jul-25	27-Feb-26	
Grade Bldg. Pad		6d	01-Jul-25	08-Jul-25	

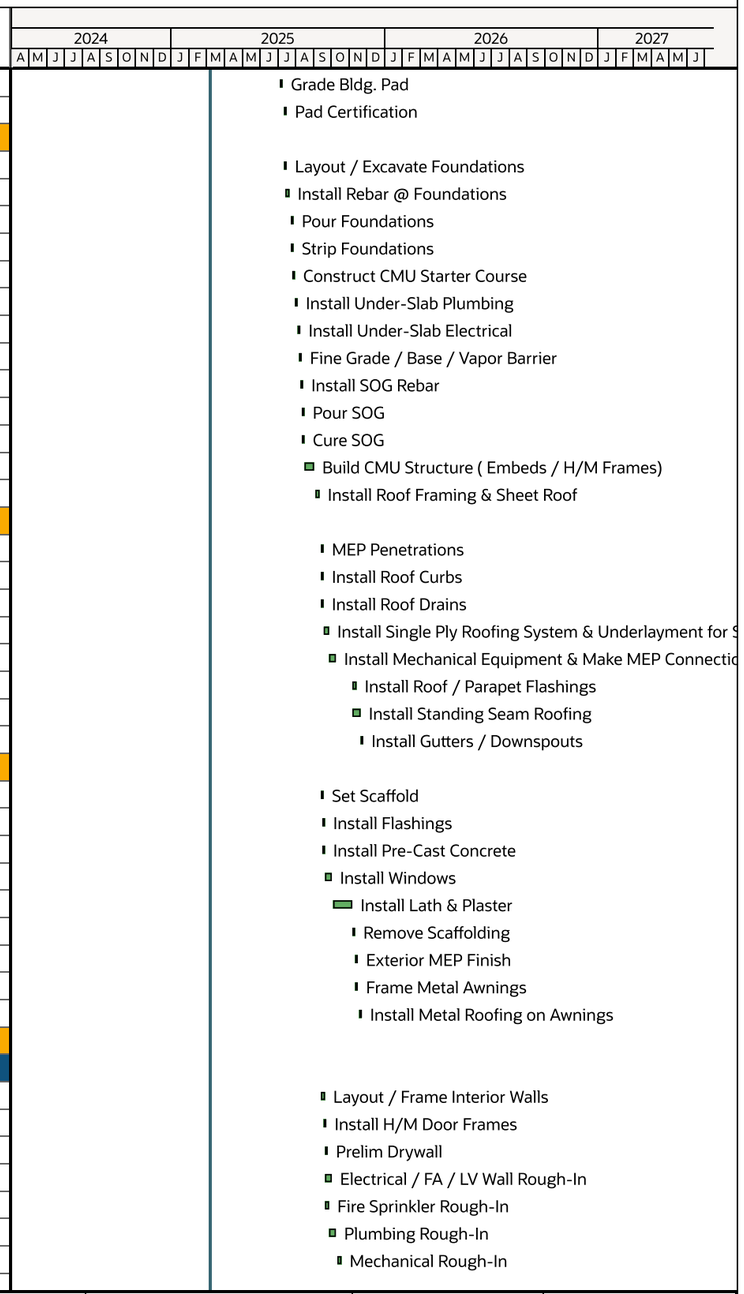


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-1880	Grade Bldg. Pad	5d	01-Jul-25	07-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1890	Pad Certification	1d	08-Jul-25	08-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		44d	09-Jul-25	09-Sep-25	
BSF-1900	Layout / Excavate Foundations	3d	09-Jul-25	11-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1910	Install Rebar @ Foundations	7d	12-Jul-25	19-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1920	Pour Foundations	1d	21-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1930	Strip Foundations	1d	22-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1940	Construct CMU Starter Course	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1950	Install Under-Slab Plumbing	3d	29-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1960	Install Under-Slab Electrical	3d	01-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1970	Fine Grade / Base / Vapor Barrier	2d	05-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1980	Install SOG Rebar	2d	07-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1990	Pour SOG	1d	09-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2000	Cure SOG	3d	10-Aug-25	12-Aug-25	7x8, no holidays - 7x8, no holidays
BSF-2010	Build CMU Structure (Embeds / H/M Frames)	15d	14-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2020	Install Roof Framing & Sheet Roof	7d	02-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	10-Sep-25	22-Nov-25	
BSF-2030	MEP Penetrations	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2040	Install Roof Curbs	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2050	Install Roof Drains	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2060	Install Single Ply Roofing System & Underlayment for SS Roof	8d	16-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2070	Install Mechanical Equipment & Make MEP Connections	10d	25-Sep-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2080	Install Roof / Parapet Flashings	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2090	Install Standing Seam Roofing	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2100	Install Gutters / Downspouts	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	10-Sep-25	20-Nov-25	
BSF-2110	Set Scaffold	3d	10-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2120	Install Flashings	5d	13-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2130	Install Pre-Cast Concrete	5d	13-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2140	Install Windows	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2150	Install Lath & Plaster	30d	01-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2160	Remove Scaffolding	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2170	Exterior MEP Finish	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2180	Frame Metal Awnings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2190	Install Metal Roofing on Awnings	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	10-Sep-25	14-Feb-26	
Framing / MEP Rough-In		52d	10-Sep-25	08-Nov-25	
BSF-2200	Layout / Frame Interior Walls	7d	10-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2210	Install H/M Door Frames	3d	15-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2220	Prelim Drywall	5d	18-Sep-25	23-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2230	Electrical / FA / LV Wall Rough-In	10d	18-Sep-25	29-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2240	Fire Sprinkler Rough-In	7d	18-Sep-25	25-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2250	Plumbing Rough-In	10d	26-Sep-25	07-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2260	Mechanical Rough-In	8d	08-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days

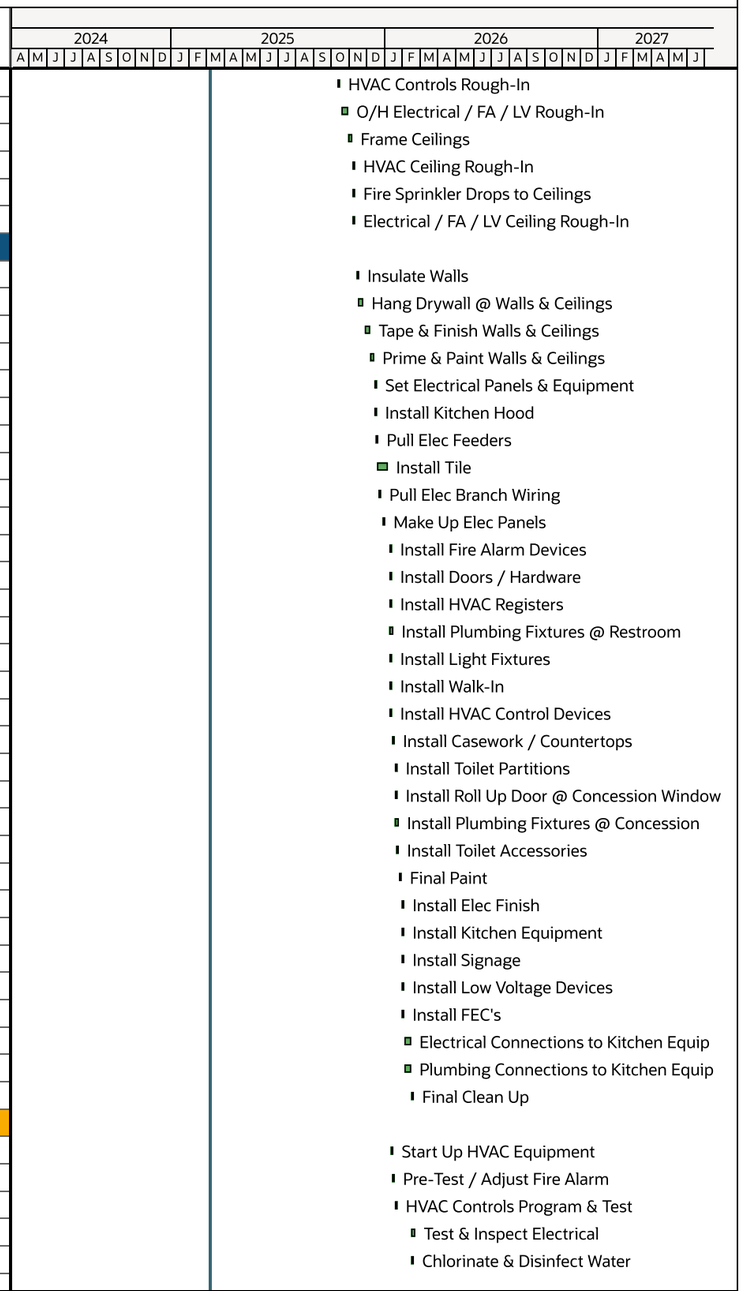


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-2270	HVAC Controls Rough-In	5d	08-Oct-25	13-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2280	O/H Electrical / FA / LV Rough-In	10d	17-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2290	Frame Ceilings	5d	29-Oct-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2300	HVAC Ceiling Rough-In	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2310	Fire Sprinkler Drops to Ceilings	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2320	Electrical / FA / LV Ceiling Rough-In	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	10-Nov-25	14-Feb-26	
BSF-2330	Insulate Walls	3d	10-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2340	Hang Drywall @ Walls & Ceilings	8d	14-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2350	Tape & Finish Walls & Ceilings	8d	24-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2360	Prime & Paint Walls & Ceilings	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2370	Set Electrical Panels & Equipment	2d	11-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2380	Install Kitchen Hood	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2390	Pull Elec Feeders	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2400	Install Tile	15d	17-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2410	Pull Elec Branch Wiring	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2420	Make Up Elec Panels	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2430	Install Fire Alarm Devices	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2440	Install Doors / Hardware	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2450	Install HVAC Registers	3d	06-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2460	Install Plumbing Fixtures @ Restroom	8d	06-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2470	Install Light Fixtures	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2480	Install Walk-In	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2490	Install HVAC Control Devices	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2500	Install Casework / Countertops	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2510	Install Toilet Partitions	3d	15-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2520	Install Roll Up Door @ Concession Window	3d	17-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2530	Install Plumbing Fixtures @ Concession	5d	17-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2540	Install Toilet Accessories	3d	19-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2550	Final Paint	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2560	Install Elec Finish	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2570	Install Kitchen Equipment	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2580	Install Signage	2d	27-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2590	Install Low Voltage Devices	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2600	Install FEC's	2d	27-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2610	Electrical Connections to Kitchen Equip	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2620	Plumbing Connections to Kitchen Equip	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2630	Final Clean Up	2d	13-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	09-Jan-26	27-Feb-26	
BSF-2640	Start Up HVAC Equipment	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2650	Pre-Test / Adjust Fire Alarm	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2660	HVAC Controls Program & Test	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2670	Test & Inspect Electrical	5d	13-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2680	Chlorinate & Disinfect Water	2d	13-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

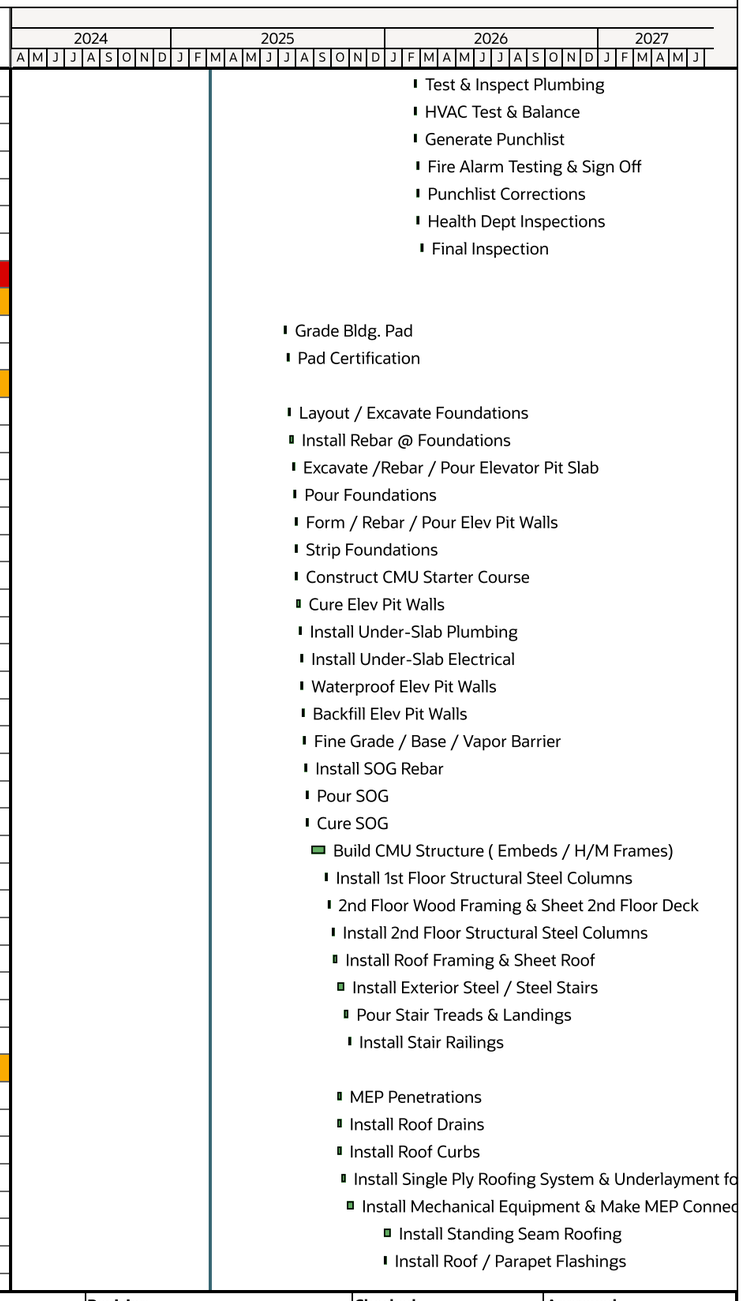


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-2690	Test & Inspect Plumbing	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2700	HVAC Test & Balance	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2710	Generate Punchlist	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2720	Fire Alarm Testing & Sign Off	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2730	Punchlist Corrections	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2740	Health Dept Inspections	2d	21-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2750	Final Inspection	1d	27-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. A Concession Bldg. (Soccer Plaza)		177d	08-Jul-25	19-Mar-26	
Grade Bldg. Pad		6d	08-Jul-25	14-Jul-25	
ASF-1000	Grade Bldg. Pad	5d	08-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1010	Pad Certification	1d	14-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		78d	15-Jul-25	01-Nov-25	
ASF-1020	Layout / Excavate Foundations	3d	15-Jul-25	17-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1030	Install Rebar @ Foundations	7d	18-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1040	Excavate /Rebar / Pour Elevator Pit Slab	3d	24-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1050	Pour Foundations	1d	26-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1060	Form / Rebar / Pour Elev Pit Walls	3d	28-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1070	Strip Foundations	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1080	Construct CMU Starter Course	5d	29-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1090	Cure Elev Pit Walls	7d	31-Jul-25	06-Aug-25	7x8, no holidays - 7x8, no holidays
ASF-1100	Install Under-Slab Plumbing	3d	04-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1110	Install Under-Slab Electrical	3d	07-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1120	Waterproof Elev Pit Walls	1d	07-Aug-25	07-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1130	Backfill Elev Pit Walls	1d	08-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1140	Fine Grade / Base / Vapor Barrier	2d	11-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1150	Install SOG Rebar	2d	13-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1160	Pour SOG	1d	15-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1170	Cure SOG	3d	16-Aug-25	18-Aug-25	7x8, no holidays - 7x8, no holidays
ASF-1180	Build CMU Structure (Embeds / H/M Frames)	20d	26-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1190	Install 1st Floor Structural Steel Columns	3d	19-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1200	2nd Floor Wood Framing & Sheet 2nd Floor Deck	5d	23-Sep-25	27-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1210	Install 2nd Floor Structural Steel Columns	3d	29-Sep-25	01-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1220	Install Roof Framing & Sheet Roof	7d	02-Oct-25	09-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1230	Install Exterior Steel / Steel Stairs	10d	10-Oct-25	21-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1240	Pour Stair Treads & Landings	5d	22-Oct-25	27-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1250	Install Stair Railings	5d	28-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		78d	10-Oct-25	14-Jan-26	
ASF-1260	MEP Penetrations	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1270	Install Roof Drains	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1280	Install Roof Curbs	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1290	Install Single Ply Roofing System & Underlayment for SS Roof	8d	16-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1300	Install Mechanical Equipment & Make MEP Connections	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1310	Install Standing Seam Roofing	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1320	Install Roof / Parapet Flashings	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

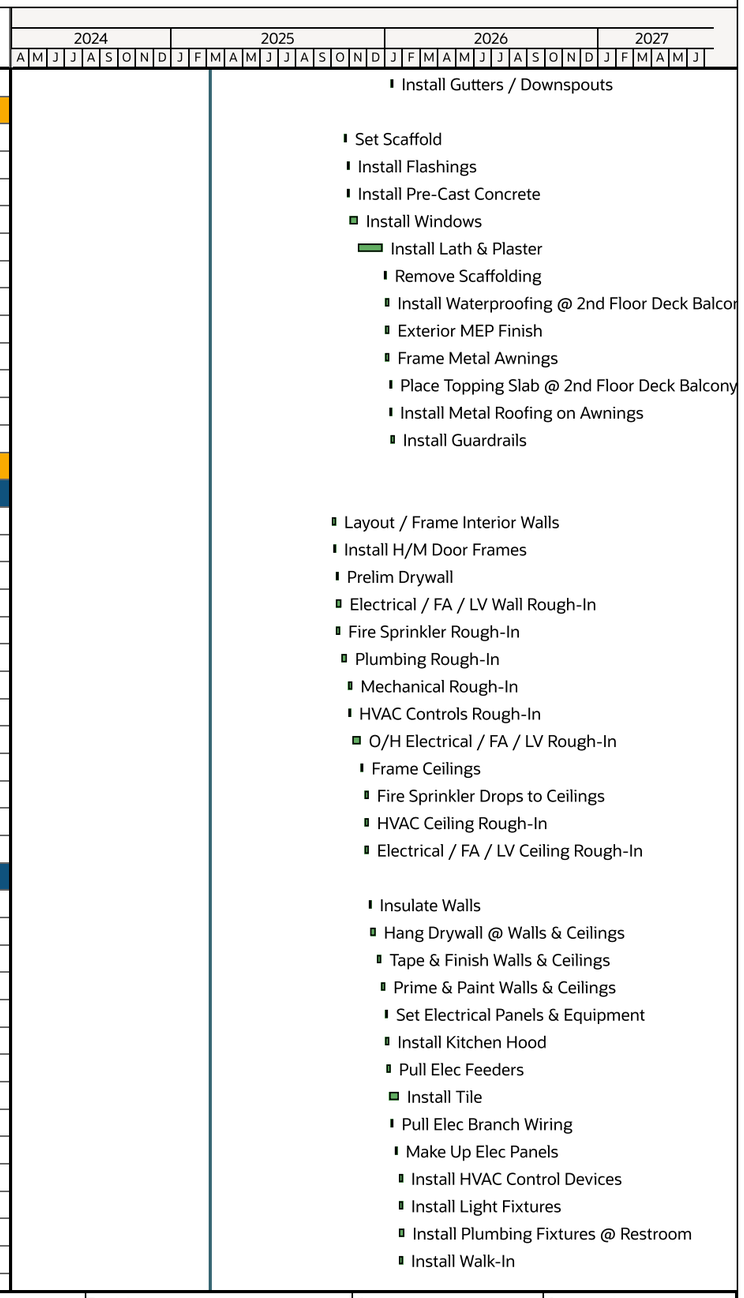


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-1330	Install Gutters / Downspouts	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		71d	22-Oct-25	17-Jan-26	
ASF-1340	Set Scaffold	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1350	Install Flashings	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1360	Install Pre-Cast Concrete	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1370	Install Windows	10d	31-Oct-25	12-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1380	Install Lath & Plaster	35d	13-Nov-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1390	Remove Scaffolding	3d	27-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1400	Install Waterproofing @ 2nd Floor Deck Balcony	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1410	Exterior MEP Finish	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1420	Frame Metal Awnings	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1430	Place Topping Slab @ 2nd Floor Deck Balcony	2d	07-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1440	Install Metal Roofing on Awnings	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1450	Install Guardrails	8d	09-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		131d	29-Sep-25	05-Mar-26	
Framing / MEP Rough-In		52d	29-Sep-25	01-Dec-25	
ASF-1460	Layout / Frame Interior Walls	7d	29-Sep-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1470	Install H/M Door Frames	3d	03-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1480	Prelim Drywall	5d	07-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1490	Electrical / FA / LV Wall Rough-In	10d	07-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1500	Fire Sprinkler Rough-In	7d	07-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1510	Plumbing Rough-In	10d	15-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1520	Mechanical Rough-In	8d	27-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1530	HVAC Controls Rough-In	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1540	O/H Electrical / FA / LV Rough-In	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1550	Frame Ceilings	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1560	Fire Sprinkler Drops to Ceilings	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1570	HVAC Ceiling Rough-In	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1580	Electrical / FA / LV Ceiling Rough-In	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	02-Dec-25	05-Mar-26	
ASF-1590	Insulate Walls	3d	02-Dec-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1600	Hang Drywall @ Walls & Ceilings	8d	05-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1610	Tape & Finish Walls & Ceilings	8d	15-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1620	Prime & Paint Walls & Ceilings	5d	24-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1630	Set Electrical Panels & Equipment	2d	31-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1640	Install Kitchen Hood	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1650	Pull Elec Feeders	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1660	Install Tile	15d	07-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1670	Pull Elec Branch Wiring	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1680	Make Up Elec Panels	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1690	Install HVAC Control Devices	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1700	Install Light Fixtures	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1710	Install Plumbing Fixtures @ Restroom	8d	24-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1720	Install Walk-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

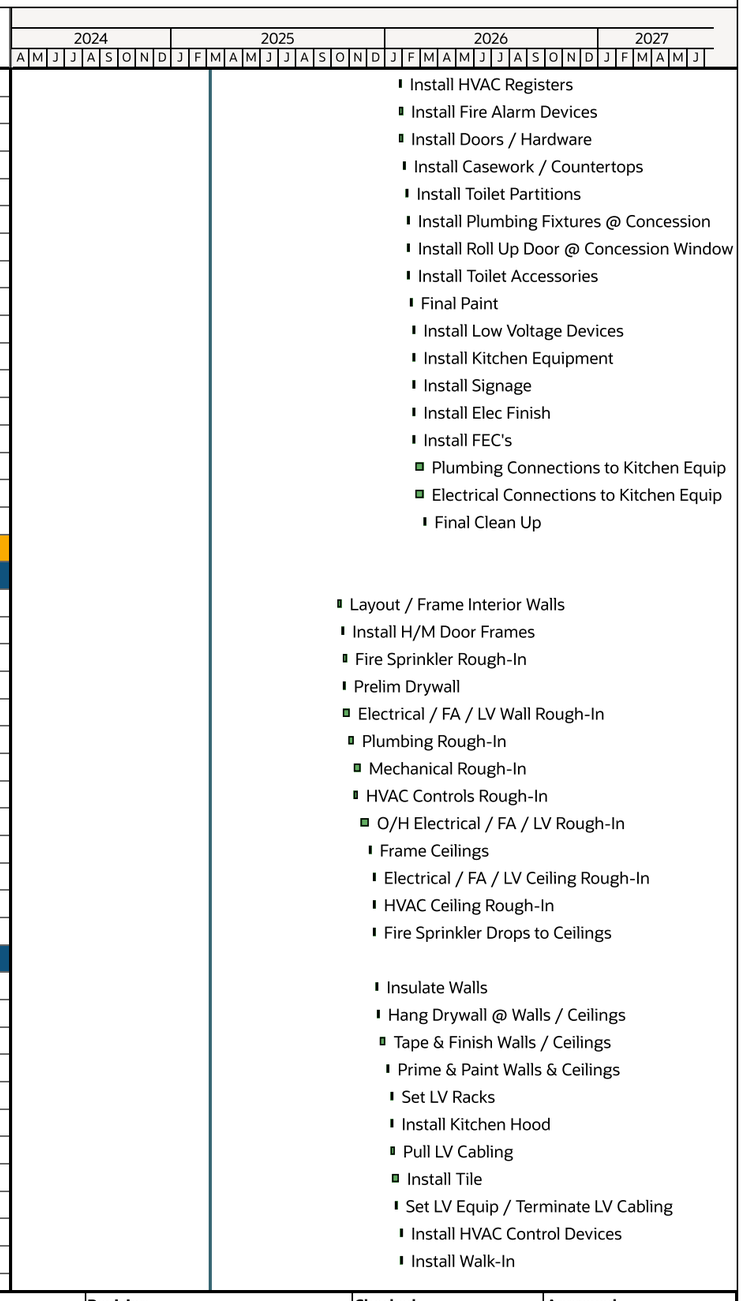


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-1730	Install HVAC Registers	3d	24-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1740	Install Fire Alarm Devices	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1750	Install Doors / Hardware	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1760	Install Casework / Countertops	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1770	Install Toilet Partitions	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1780	Install Plumbing Fixtures @ Concession	5d	05-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1790	Install Roll Up Door @ Concession Window	3d	05-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1800	Install Toilet Accessories	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1810	Final Paint	3d	11-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1820	Install Low Voltage Devices	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1830	Install Kitchen Equipment	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1840	Install Signage	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1850	Install Elec Finish	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1860	Install FEC's	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1870	Plumbing Connections to Kitchen Equip	10d	20-Feb-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1880	Electrical Connections to Kitchen Equip	10d	20-Feb-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1890	Final Clean Up	2d	04-Mar-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
2nd Floor Interior		122d	10-Oct-25	06-Mar-26	
Framing / MEP Rough-In		52d	10-Oct-25	12-Dec-25	
ASF-1900	Layout / Frame Interior Walls	7d	10-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1910	Install H/M Door Frames	3d	15-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1920	Fire Sprinkler Rough-In	7d	18-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1930	Prelim Drywall	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1940	Electrical / FA / LV Wall Rough-In	10d	18-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1950	Plumbing Rough-In	10d	27-Oct-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1960	Mechanical Rough-In	8d	07-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1970	HVAC Controls Rough-In	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1980	O/H Electrical / FA / LV Rough-In	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1990	Frame Ceilings	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2000	Electrical / FA / LV Ceiling Rough-In	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2010	HVAC Ceiling Rough-In	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2020	Fire Sprinkler Drops to Ceilings	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		70d	13-Dec-25	06-Mar-26	
ASF-2030	Insulate Walls	2d	13-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2040	Hang Drywall @ Walls / Ceilings	5d	16-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2050	Tape & Finish Walls / Ceilings	8d	22-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2060	Prime & Paint Walls & Ceilings	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2070	Set LV Racks	2d	08-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2080	Install Kitchen Hood	3d	08-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2090	Pull LV Cabling	5d	10-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2100	Install Tile	12d	12-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2110	Set LV Equip / Terminate LV Cabling	5d	16-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2120	Install HVAC Control Devices	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2130	Install Walk-In	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

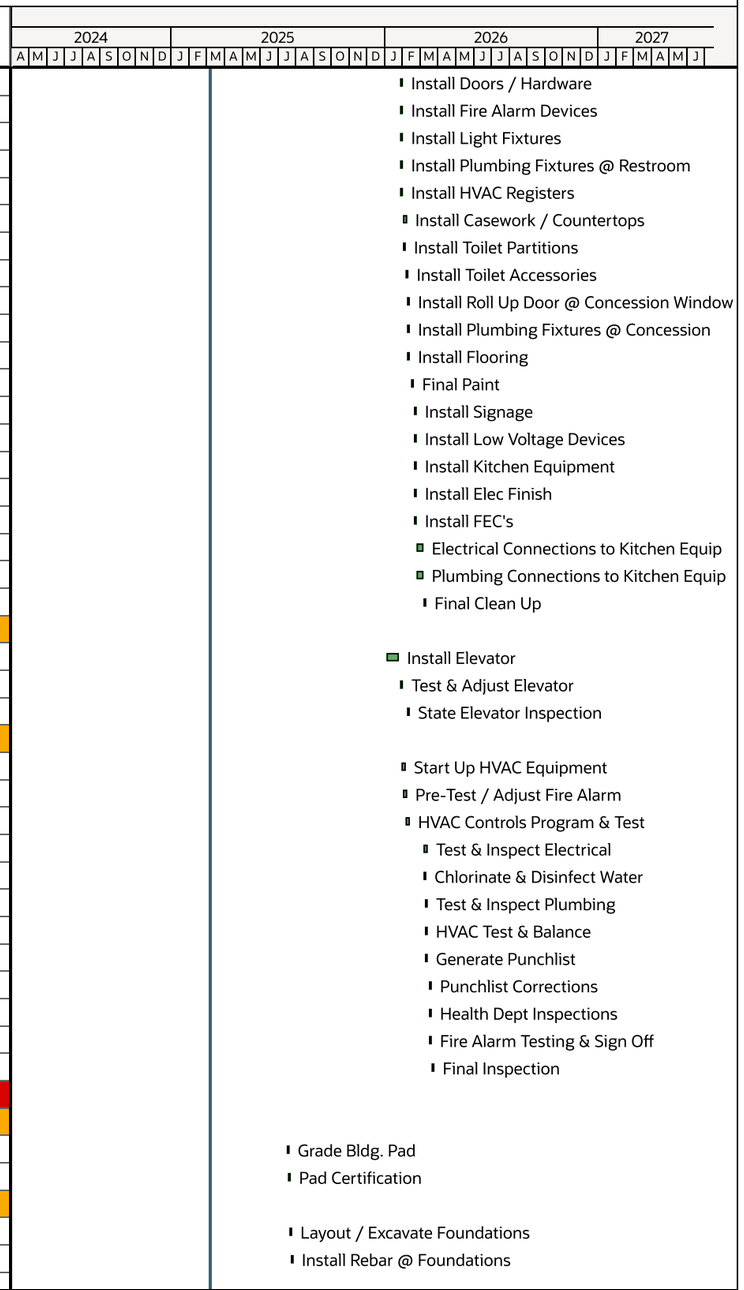


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-2150	Install Doors / Hardware	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2140	Install Fire Alarm Devices	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2160	Install Light Fixtures	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2170	Install Plumbing Fixtures @ Restroom	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2180	Install HVAC Registers	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2190	Install Casework / Countertops	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2200	Install Toilet Partitions	3d	31-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2210	Install Toilet Accessories	3d	04-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2220	Install Roll Up Door @ Concession Window	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2230	Install Plumbing Fixtures @ Concession	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2240	Install Flooring	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2250	Final Paint	3d	12-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2260	Install Signage	3d	16-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2270	Install Low Voltage Devices	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2280	Install Kitchen Equipment	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2290	Install Elec Finish	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2300	Install FEC's	2d	16-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2310	Electrical Connections to Kitchen Equip	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2320	Plumbing Connections to Kitchen Equip	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2330	Final Clean Up	2d	05-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Elevator		35d	02-Jan-26	11-Feb-26	
ASF-2340	Install Elevator	20d	02-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2350	Test & Adjust Elevator	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2360	State Elevator Inspection	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	29-Jan-26	19-Mar-26	
ASF-2370	Start Up HVAC Equipment	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2380	Pre-Test / Adjust Fire Alarm	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2390	HVAC Controls Program & Test	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2410	Test & Inspect Electrical	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2400	Chlorinate & Disinfect Water	2d	05-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2420	Test & Inspect Plumbing	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2430	HVAC Test & Balance	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2440	Generate Punchlist	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2450	Punchlist Corrections	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2460	Health Dept Inspections	2d	13-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2470	Fire Alarm Testing & Sign Off	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2480	Final Inspection	1d	19-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Small Maint. Building		98d	14-Jul-25	02-Dec-25	
Grade Bldg. Pad		4d	14-Jul-25	17-Jul-25	
SM-1000	Grade Bldg. Pad	3d	14-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1010	Pad Certification	1d	17-Jul-25	17-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		52d	18-Jul-25	30-Sep-25	
SM-1020	Layout / Excavate Foundations	3d	18-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1030	Install Rebar @ Foundations	5d	22-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

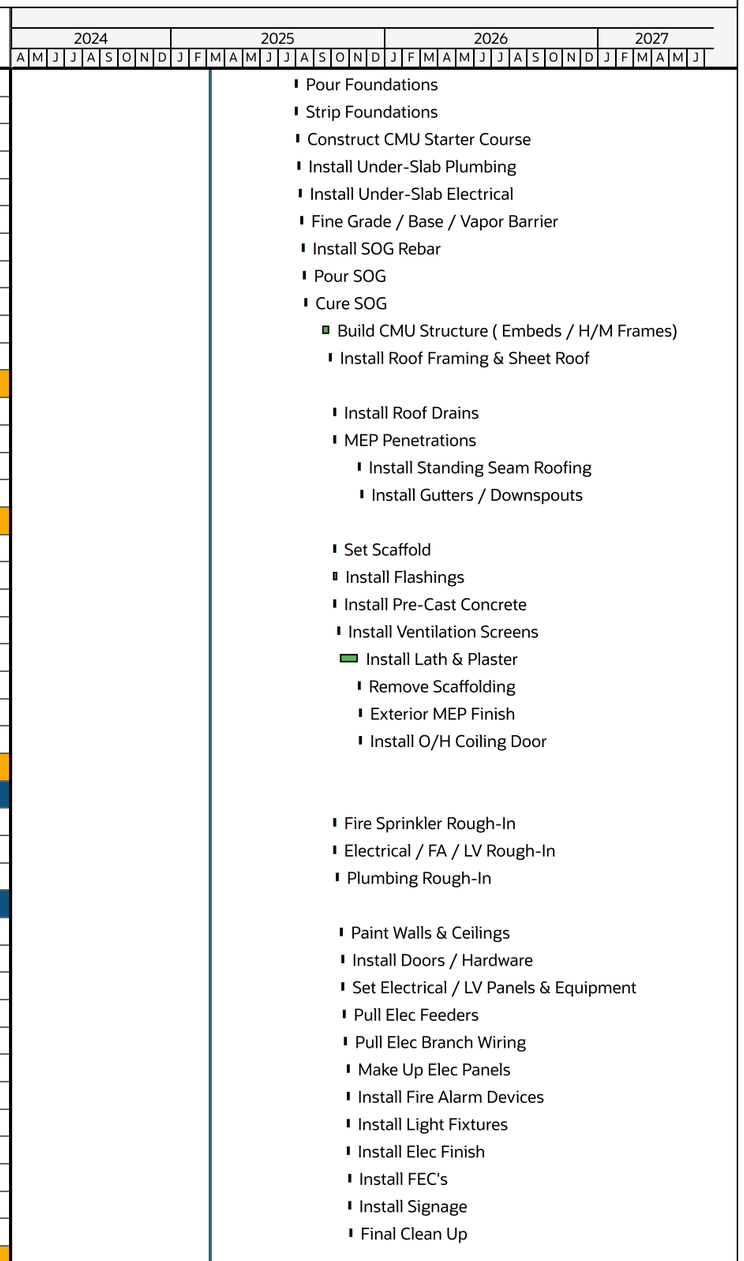


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SM-1040	Pour Foundations	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1050	Strip Foundations	1d	29-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1060	Construct CMU Starter Course	3d	30-Jul-25	01-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1070	Install Under-Slab Plumbing	2d	02-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1080	Install Under-Slab Electrical	2d	05-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1090	Fine Grade / Base / Vapor Barrier	2d	07-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1100	Install SOG Rebar	2d	09-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1110	Pour SOG	1d	12-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1120	Cure SOG	3d	13-Aug-25	15-Aug-25	7x8, no holidays - 7x8, no holidays
SM-1130	Build CMU Structure (Embeds / H/M Frames)	10d	13-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1140	Install Roof Framing & Sheet Roof	5d	25-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		43d	01-Oct-25	20-Nov-25	
SM-1150	Install Roof Drains	3d	01-Oct-25	03-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1160	MEP Penetrations	3d	01-Oct-25	03-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1170	Install Standing Seam Roofing	5d	13-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1180	Install Gutters / Downspouts	2d	19-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		43d	01-Oct-25	20-Nov-25	
SM-1190	Set Scaffold	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1200	Install Flashings	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1210	Install Pre-Cast Concrete	3d	03-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1220	Install Ventilation Screens	4d	09-Oct-25	13-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1230	Install Lath & Plaster	25d	14-Oct-25	12-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1240	Remove Scaffolding	2d	13-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1250	Exterior MEP Finish	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1260	Install O/H Coiling Door	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		28d	01-Oct-25	01-Nov-25	
Framing / MEP Rough-In		10d	01-Oct-25	11-Oct-25	
SM-1270	Fire Sprinkler Rough-In	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1280	Electrical / FA / LV Rough-In	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1290	Plumbing Rough-In	5d	07-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		18d	13-Oct-25	01-Nov-25	
SM-1300	Paint Walls & Ceilings	3d	13-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1310	Install Doors / Hardware	3d	16-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1330	Set Electrical / LV Panels & Equipment	2d	16-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1340	Pull Elec Feeders	3d	18-Oct-25	21-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1350	Pull Elec Branch Wiring	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1360	Make Up Elec Panels	4d	25-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1320	Install Fire Alarm Devices	3d	25-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1370	Install Light Fixtures	3d	25-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1380	Install Elec Finish	2d	25-Oct-25	27-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1390	Install FEC's	2d	29-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1400	Install Signage	2d	29-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1410	Final Clean Up	2d	31-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		26d	30-Oct-25	02-Dec-25	



Current
Progress
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SM-1420	Fire Alarm Testing & Sign Off	2d	30-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1430	Generate Punchlist	2d	21-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1440	Test & Inspect Electrical	2d	21-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1450	Punchlist Corrections	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1460	Final Inspection	1d	02-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Areas		128d	18-Nov-25	20-Apr-26	
Plaza Between Soccer Fields 9,10,5,6		108d	18-Nov-25	27-Mar-26	
PLZS-1000	Excavate / Rebar / Pour Retaining Wall Footings	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1010	Construct Retaining Walls	7d	24-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1020	Install Drainage / Backfill Retaining Walls	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1030	Site Grading	2d	31-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1040	Irrigation Sleeves / Mains	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1050	Install U/G Electrical for Site Lights	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1060	Construct Seat Walls	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1070	Place Light Pole Foundations	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1080	Fine Grade for Paving	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1090	Concrete Paving / Bands	10d	10-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1100	Install Pavers	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1110	Install Site Lighting	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1120	Install Irrigation / Landscaping	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1130	Generate Punch List / WTC List	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1140	Punch List Complete	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 11,12,7,8		113d	24-Nov-25	08-Apr-26	
PLZS-1150	Excavate / Rebar / Pour Retaining Wall Footings	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1160	Construct Retaining Walls	7d	02-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1170	Install Drainage / Backfill Retaining Walls	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1180	Site Grading	3d	03-Jan-26	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1190	Install U/G Electrical for Site Lights	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1200	Irrigation Sleeves / Mains	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1210	Place Light Pole Foundations	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1220	Construct Seat Walls	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1230	Fine Grade	3d	18-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1240	Concrete Paving / Bands	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1250	Install Pavers	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1260	Install Site Lighting	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1270	Install Irrigation / Landscaping	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1280	Generate Punch List / WTC List	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1290	Punch List Complete	5d	03-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 6,7,2,3		75d	23-Jan-26	20-Apr-26	
PLZS-1300	Site Grading	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1310	Install U/G Electrical for Site Lights	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1320	Irrigation Sleeves / Mains	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1330	Place Light Pole Foundations	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1340	Construct Seat Walls	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

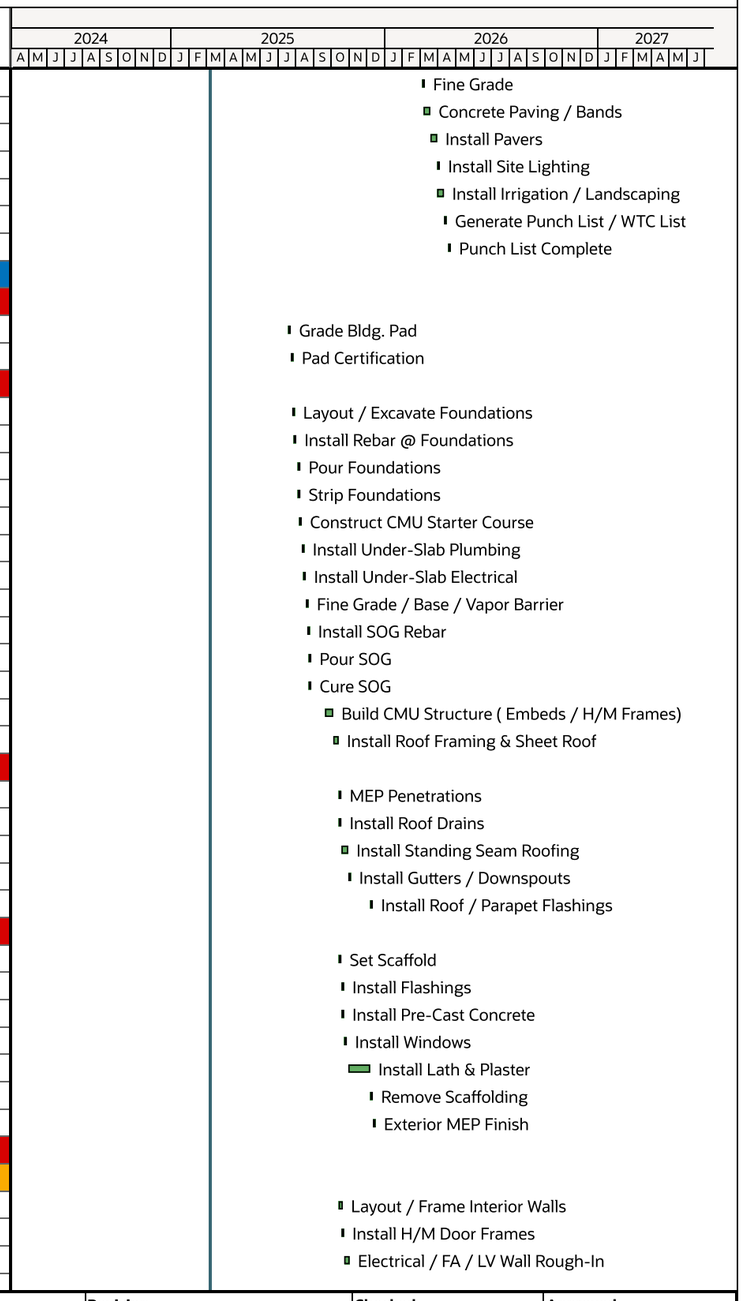


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLZS-1350	Fine Grade	3d	02-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1360	Concrete Paving / Bands	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1370	Install Pavers	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1380	Install Site Lighting	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1390	Install Irrigation / Landscaping	10d	28-Mar-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1400	Generate Punch List / WTC List	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1410	Punch List Complete	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Restroom Building		168d	17-Jul-25	17-Mar-26	
Grade Bldg. Pad		5d	17-Jul-25	22-Jul-25	
RR-1000	Grade Bldg. Pad	4d	17-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1010	Pad Certification	1d	22-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		57d	23-Jul-25	10-Oct-25	
RR-1020	Layout / Excavate Foundations	3d	23-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1030	Install Rebar @ Foundations	5d	26-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1040	Pour Foundations	1d	01-Aug-25	01-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1050	Strip Foundations	1d	02-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1060	Construct CMU Starter Course	4d	04-Aug-25	07-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1070	Install Under-Slab Plumbing	3d	08-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1080	Install Under-Slab Electrical	3d	12-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1090	Fine Grade / Base / Vapor Barrier	2d	15-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1100	Install SOG Rebar	2d	18-Aug-25	19-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1110	Pour SOG	1d	20-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1120	Cure SOG	3d	21-Aug-25	23-Aug-25	7x8, no holidays - 7x8, no holidays
RR-1130	Build CMU Structure (Embeds / H/M Frames)	12d	19-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1140	Install Roof Framing & Sheet Roof	7d	03-Oct-25	10-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		48d	11-Oct-25	09-Dec-25	
RR-1150	MEP Penetrations	5d	11-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1160	Install Roof Drains	5d	11-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1170	Install Standing Seam Roofing	10d	17-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1180	Install Gutters / Downspouts	3d	29-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1190	Install Roof / Parapet Flashings	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		51d	11-Oct-25	12-Dec-25	
RR-1200	Set Scaffold	3d	11-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1210	Install Flashings	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1220	Install Pre-Cast Concrete	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1230	Install Windows	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1240	Install Lath & Plaster	30d	27-Oct-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1250	Remove Scaffolding	3d	04-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1260	Exterior MEP Finish	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		119d	11-Oct-25	04-Mar-26	
Framing / MEP Rough-In		50d	11-Oct-25	11-Dec-25	
RR-1270	Layout / Frame Interior Walls	7d	11-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1280	Install H/M Door Frames	3d	16-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1290	Electrical / FA / LV Wall Rough-In	10d	20-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days

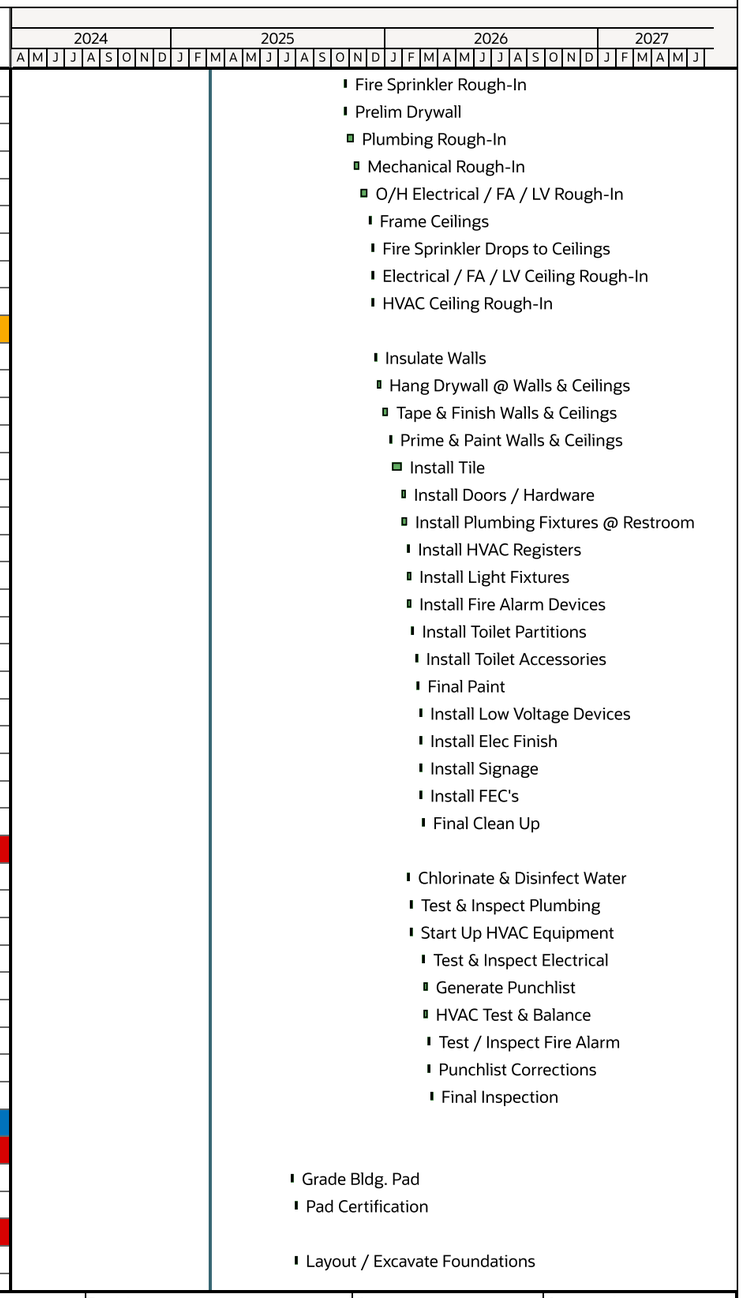


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
RR-1300	Fire Sprinkler Rough-In	5d	20-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1310	Prelim Drywall	5d	20-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1320	Plumbing Rough-In	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1330	Mechanical Rough-In	8d	06-Nov-25	15-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1340	O/H Electrical / FA / LV Rough-In	10d	17-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1350	Frame Ceilings	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1360	Fire Sprinkler Drops to Ceilings	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1370	Electrical / FA / LV Ceiling Rough-In	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1380	HVAC Ceiling Rough-In	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		69d	12-Dec-25	04-Mar-26	
RR-1390	Insulate Walls	3d	12-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1400	Hang Drywall @ Walls & Ceilings	8d	16-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1410	Tape & Finish Walls & Ceilings	8d	26-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1420	Prime & Paint Walls & Ceilings	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1430	Install Tile	15d	12-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1440	Install Doors / Hardware	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1450	Install Plumbing Fixtures @ Restroom	8d	29-Jan-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1460	Install HVAC Registers	3d	07-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1470	Install Light Fixtures	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1480	Install Fire Alarm Devices	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1490	Install Toilet Partitions	4d	13-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1500	Install Toilet Accessories	3d	18-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1510	Final Paint	3d	21-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1520	Install Low Voltage Devices	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1530	Install Elec Finish	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1540	Install Signage	2d	25-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1550	Install FEC's	2d	25-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1560	Final Clean Up	2d	03-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		33d	07-Feb-26	17-Mar-26	
RR-1570	Chlorinate & Disinfect Water	2d	07-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1580	Test & Inspect Plumbing	5d	10-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1590	Start Up HVAC Equipment	3d	11-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1600	Test & Inspect Electrical	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1610	Generate Punchlist	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1620	HVAC Test & Balance	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1640	Test / Inspect Fire Alarm	3d	11-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1630	Punchlist Corrections	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1650	Final Inspection	1d	17-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Green Room / IT / Security Building		188d	22-Jul-25	18-Apr-26	
Grade Bldg. Pad		6d	22-Jul-25	28-Jul-25	
IT-1000	Grade Bldg. Pad	5d	22-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1010	Pad Certification	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		57d	29-Jul-25	16-Oct-25	
IT-1020	Layout / Excavate Foundations	3d	29-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

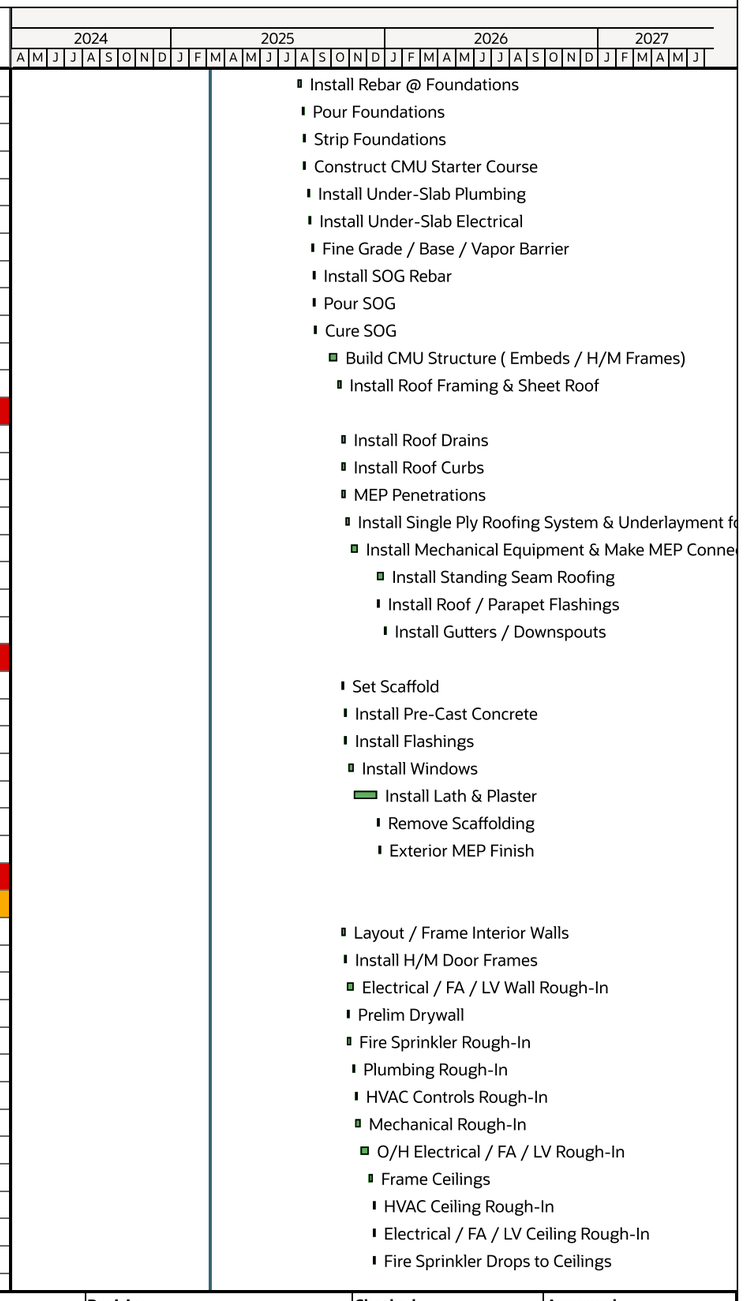


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
IT-1030	Install Rebar @ Foundations	7d	01-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1040	Pour Foundations	1d	09-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1050	Strip Foundations	1d	11-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1060	Construct CMU Starter Course	5d	12-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1070	Install Under-Slab Plumbing	3d	18-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1080	Install Under-Slab Electrical	3d	21-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1090	Fine Grade / Base / Vapor Barrier	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1100	Install SOG Rebar	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1110	Pour SOG	1d	29-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1120	Cure SOG	3d	30-Aug-25	01-Sep-25	7x8, no holidays - 7x8, no holidays
IT-1130	Build CMU Structure (Embeds / H/M Frames)	12d	25-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1140	Install Roof Framing & Sheet Roof	7d	09-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		61d	17-Oct-25	31-Dec-25	
IT-1150	Install Roof Drains	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1160	Install Roof Curbs	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1170	MEP Penetrations	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	23-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1190	Install Mechanical Equipment & Make MEP Connections	10d	01-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1200	Install Standing Seam Roofing	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1210	Install Roof / Parapet Flashings	5d	16-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1220	Install Gutters / Downspouts	3d	29-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		56d	17-Oct-25	24-Dec-25	
IT-1230	Set Scaffold	3d	17-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1240	Install Pre-Cast Concrete	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1250	Install Flashings	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1260	Install Windows	10d	27-Oct-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1270	Install Lath & Plaster	30d	07-Nov-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1280	Remove Scaffolding	3d	16-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1290	Exterior MEP Finish	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		147d	17-Oct-25	11-Apr-26	
Framing / MEP Rough-In		47d	17-Oct-25	13-Dec-25	
IT-1300	Layout / Frame Interior Walls	7d	17-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1310	Install H/M Door Frames	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1320	Electrical / FA / LV Wall Rough-In	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1330	Prelim Drywall	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1340	Fire Sprinkler Rough-In	7d	25-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1350	Plumbing Rough-In	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1360	HVAC Controls Rough-In	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1370	Mechanical Rough-In	8d	08-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1380	O/H Electrical / FA / LV Rough-In	10d	19-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1390	Frame Ceilings	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1400	HVAC Ceiling Rough-In	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1410	Electrical / FA / LV Ceiling Rough-In	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1420	Fire Sprinkler Drops to Ceilings	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

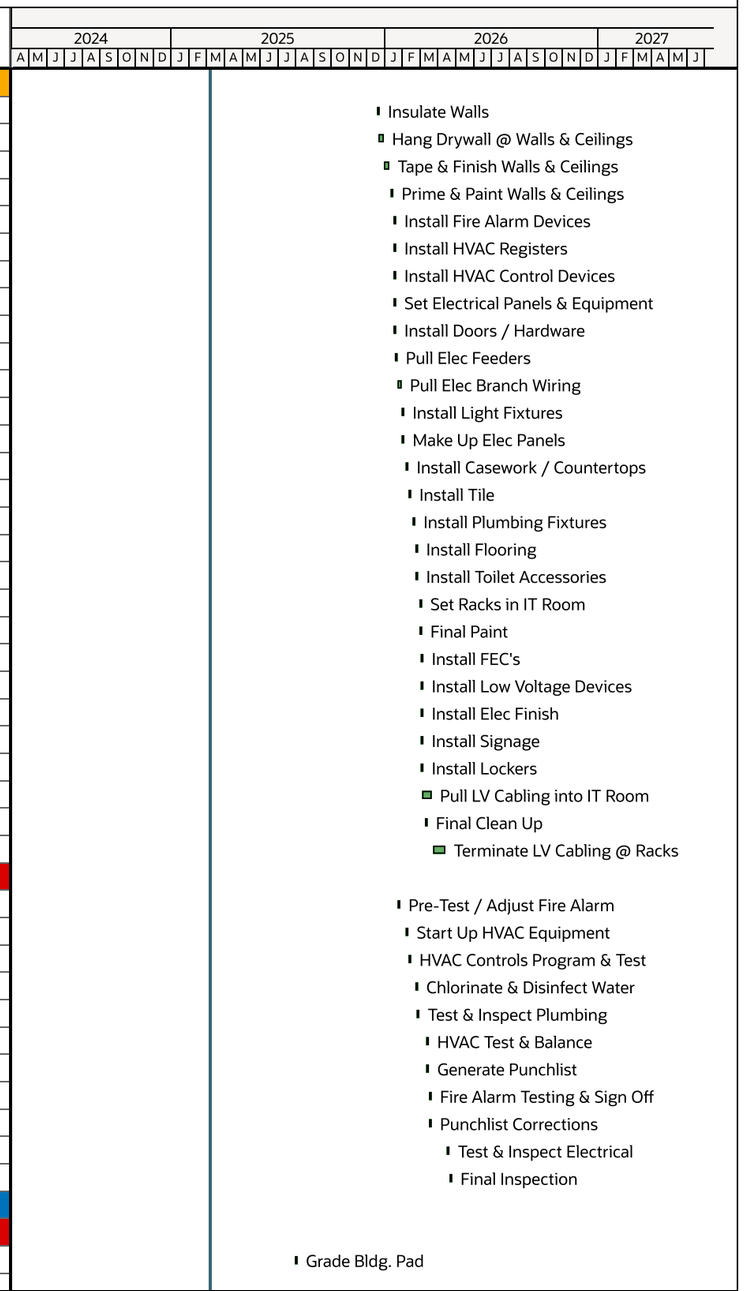


Current
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
General Finishes		100d	15-Dec-25	11-Apr-26	
IT-1430	Insulate Walls	3d	15-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1440	Hang Drywall @ Walls & Ceilings	8d	18-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1450	Tape & Finish Walls & Ceilings	8d	29-Dec-25	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1460	Prime & Paint Walls & Ceilings	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1470	Install Fire Alarm Devices	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1480	Install HVAC Registers	3d	14-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1490	Install HVAC Control Devices	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1500	Set Electrical Panels & Equipment	2d	14-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1510	Install Doors / Hardware	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1520	Pull Elec Feeders	5d	16-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1530	Pull Elec Branch Wiring	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1540	Install Light Fixtures	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1550	Make Up Elec Panels	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1560	Install Casework / Countertops	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1570	Install Tile	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1580	Install Plumbing Fixtures	4d	14-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1590	Install Flooring	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1600	Install Toilet Accessories	2d	19-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1610	Set Racks in IT Room	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1620	Final Paint	3d	25-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1630	Install FEC's	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1640	Install Low Voltage Devices	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1650	Install Elec Finish	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1660	Install Signage	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1670	Install Lockers	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1680	Pull LV Cabling into IT Room	15d	03-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1690	Final Clean Up	2d	06-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1700	Terminate LV Cabling @ Racks	20d	20-Mar-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		77d	20-Jan-26	18-Apr-26	
IT-1710	Pre-Test / Adjust Fire Alarm	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1720	Start Up HVAC Equipment	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1730	HVAC Controls Program & Test	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1740	Chlorinate & Disinfect Water	2d	19-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1750	Test & Inspect Plumbing	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1760	HVAC Test & Balance	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1770	Generate Punchlist	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1780	Fire Alarm Testing & Sign Off	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1790	Punchlist Corrections	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1800	Test & Inspect Electrical	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1810	Final Inspection	1d	18-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Ticket Booths		104d	28-Jul-25	24-Dec-25	
Grade Bldg. Pad		4d	28-Jul-25	31-Jul-25	
TB-1000	Grade Bldg. Pad	3d	28-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

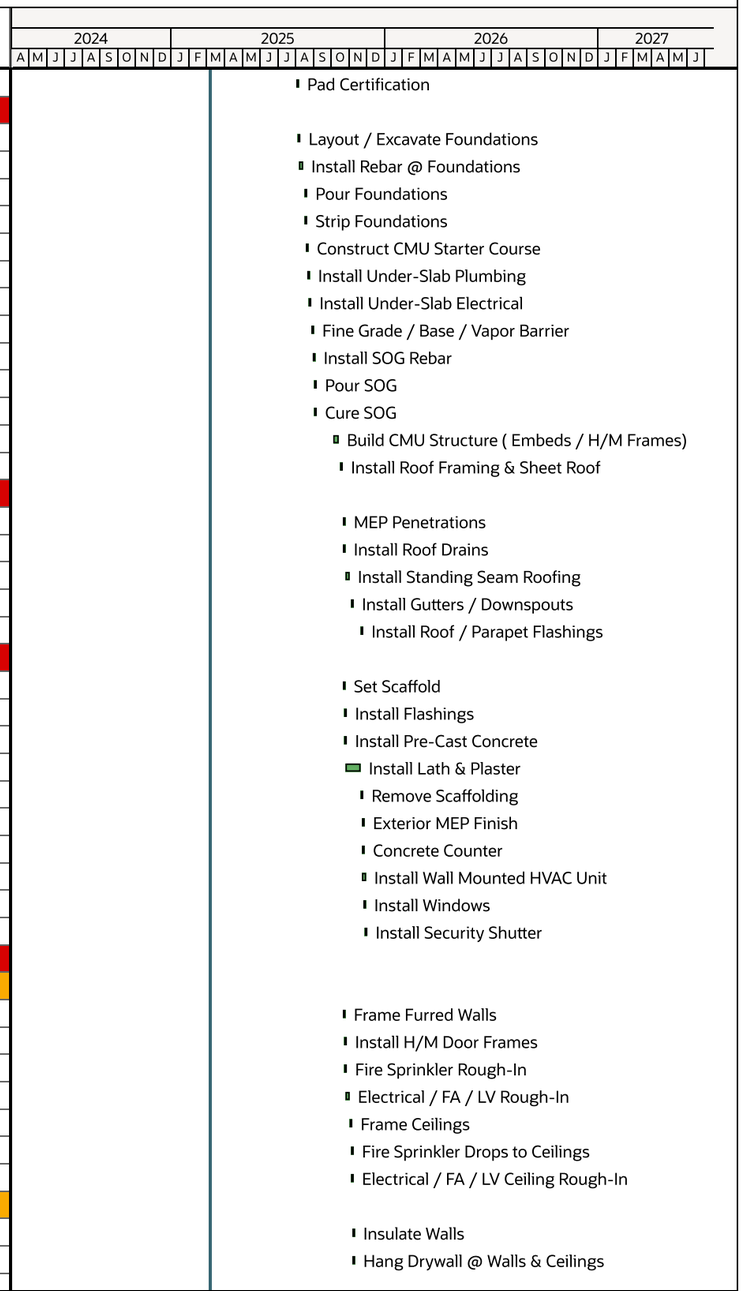


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
TB-1010	Pad Certification	1d	31-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		55d	01-Aug-25	17-Oct-25	
TB-1020	Layout / Excavate Foundations	3d	01-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1030	Install Rebar @ Foundations	7d	05-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1040	Pour Foundations	1d	13-Aug-25	13-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1050	Strip Foundations	1d	14-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1060	Construct CMU Starter Course	3d	15-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1070	Install Under-Slab Plumbing	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1080	Install Under-Slab Electrical	3d	22-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1090	Fine Grade / Base / Vapor Barrier	2d	26-Aug-25	27-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1100	Install SOG Rebar	2d	28-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1110	Pour SOG	1d	30-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1120	Cure SOG	3d	31-Aug-25	02-Sep-25	7x8, no holidays - 7x8, no holidays
TB-1130	Build CMU Structure (Embeds / H/M Frames)	10d	01-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1140	Install Roof Framing & Sheet Roof	5d	13-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		28d	18-Oct-25	20-Nov-25	
TB-1150	MEP Penetrations	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1160	Install Roof Drains	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1170	Install Standing Seam Roofing	7d	24-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1180	Install Gutters / Downspouts	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1190	Install Roof / Parapet Flashings	3d	18-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		27d	18-Oct-25	26-Nov-25	
TB-1200	Set Scaffold	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1210	Install Flashings	2d	21-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1220	Install Pre-Cast Concrete	3d	21-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1230	Install Lath & Plaster	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1240	Remove Scaffolding	2d	18-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1250	Exterior MEP Finish	2d	20-Nov-25	21-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1260	Concrete Counter	2d	20-Nov-25	21-Nov-25	5x8, with holidays - 5x8, with holidays
TB-1270	Install Wall Mounted HVAC Unit	5d	20-Nov-25	26-Nov-25	5x8, with holidays - 5x8, with holidays
TB-1280	Install Windows	2d	22-Nov-25	24-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1290	Install Security Shutter	1d	25-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		51d	18-Oct-25	19-Dec-25	
Framing / MEP Rough-In		14d	18-Oct-25	03-Nov-25	
TB-1300	Frame Furred Walls	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1310	Install H/M Door Frames	1d	20-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1320	Fire Sprinkler Rough-In	3d	21-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1330	Electrical / FA / LV Rough-In	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1340	Frame Ceilings	2d	30-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1350	Fire Sprinkler Drops to Ceilings	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1360	Electrical / FA / LV Ceiling Rough-In	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		37d	04-Nov-25	19-Dec-25	
TB-1370	Insulate Walls	1d	04-Nov-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1380	Hang Drywall @ Walls & Ceilings	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

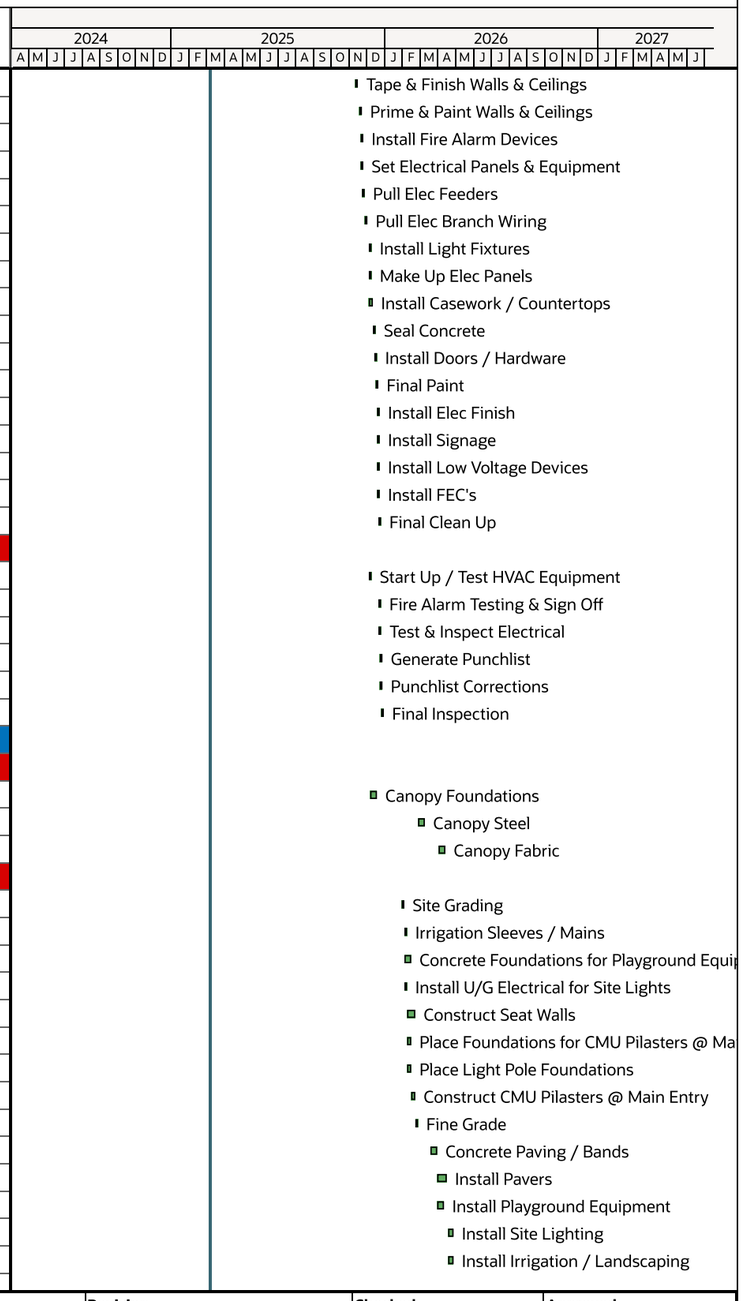


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
TB-1390	Tape & Finish Walls & Ceilings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1400	Prime & Paint Walls & Ceilings	3d	15-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1410	Install Fire Alarm Devices	2d	19-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1420	Set Electrical Panels & Equipment	1d	19-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1430	Pull Elec Feeders	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1440	Pull Elec Branch Wiring	2d	26-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1450	Install Light Fixtures	2d	01-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1460	Make Up Elec Panels	2d	01-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1470	Install Casework / Countertops	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1480	Seal Concrete	2d	09-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1490	Install Doors / Hardware	2d	11-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1500	Final Paint	2d	13-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1510	Install Elec Finish	2d	16-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1520	Install Signage	1d	16-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1530	Install Low Voltage Devices	2d	16-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1540	Install FEC's	1d	16-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1550	Final Clean Up	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		19d	03-Dec-25	24-Dec-25	
TB-1560	Start Up / Test HVAC Equipment	1d	03-Dec-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1570	Fire Alarm Testing & Sign Off	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1580	Test & Inspect Electrical	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1590	Generate Punchlist	1d	20-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1600	Punchlist Corrections	2d	22-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1610	Final Inspection	1d	24-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Family Activity Area		131d	05-Dec-25	08-May-26	
Canopies - Family Activity Area		107d	05-Dec-25	10-Apr-26	
FAM-1000	Canopy Foundations	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1010	Canopy Steel	10d	24-Feb-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1020	Canopy Fabric	10d	31-Mar-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Family Activity Area Plaza		88d	27-Jan-26	08-May-26	
FAM-1030	Site Grading	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1040	Irrigation Sleeves / Mains	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1055	Concrete Foundations for Playground Equipment	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1050	Install U/G Electrical for Site Lights	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1060	Construct Seat Walls	10d	07-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1070	Place Foundations for CMU Pilasters @ Main Entry	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1080	Place Light Pole Foundations	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1090	Construct CMU Pilasters @ Main Entry	5d	13-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1100	Fine Grade	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1110	Concrete Paving / Bands	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1120	Install Pavers	15d	28-Mar-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1130	Install Playground Equipment	10d	28-Mar-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1140	Install Site Lighting	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1150	Install Irrigation / Landscaping	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FAM-1170	Install Signage @ Mian Entry	3d	24-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1180	Generate Punch List / WTC List	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1190	Punch List Complete	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Facilities		275d	25-Jun-25	25-Jul-26	
Baseball Field 2		154d	25-Jun-25	04-Feb-26	
Grading		45d	25-Jun-25	19-Aug-25	
BF-1000	Rough Grade	5d	25-Jun-25	01-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3320	Fine Grade / Final Survey / Acceptance	1d	01-Jul-25	01-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1105	Cement Treatment	5d	13-Aug-25	19-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	22-Sep-25	03-Oct-25	
BF-1020	Install Dry Utilities	10d	22-Sep-25	03-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	24-Oct-25	05-Nov-25	
BF-1010	Install Wet Utilities (SS,W,SD)	10d	24-Oct-25	05-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	03-Oct-25	14-Oct-25	
BF-1030	Place Musco Light Pole Bases	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1040	Install Musco Lighting	5d	09-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	05-Nov-25	01-Dec-25	
BF-1050	Install Fence Posts / Foundations	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1055	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	12-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	18-Nov-25	04-Feb-26	
BF-1060	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	18-Nov-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1070	Install Synthetic Turf	32d	19-Dec-25	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1080	Generate Punch List / WTC List	2d	28-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1090	Punch List Complete	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		55d	05-Nov-25	13-Jan-26	
BF-1100	Place Foundations / Steel for Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1110	Install Scoreboard	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1120	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 1		167d	01-Jul-25	27-Feb-26	
Grading		45d	01-Jul-25	25-Aug-25	
BF-1130	Rough Grade	5d	01-Jul-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3330	Fine Grade / Final Survey / Acceptance	1d	09-Jul-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1135	Cement Treatment	5d	19-Aug-25	25-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	03-Oct-25	15-Oct-25	
BF-1150	Install Dry Utilities	10d	03-Oct-25	15-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	05-Nov-25	18-Nov-25	
BF-1140	Install Wet Utilities (SS,W,SD)	10d	05-Nov-25	18-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	15-Oct-25	25-Oct-25	
BF-1160	Place Musco Light Pole Bases	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1170	Install Musco Lighting	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	18-Nov-25	12-Dec-25	
BF-1180	Install Fence Posts / Foundations	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1185	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	24-Nov-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	13-Dec-25	27-Feb-26	

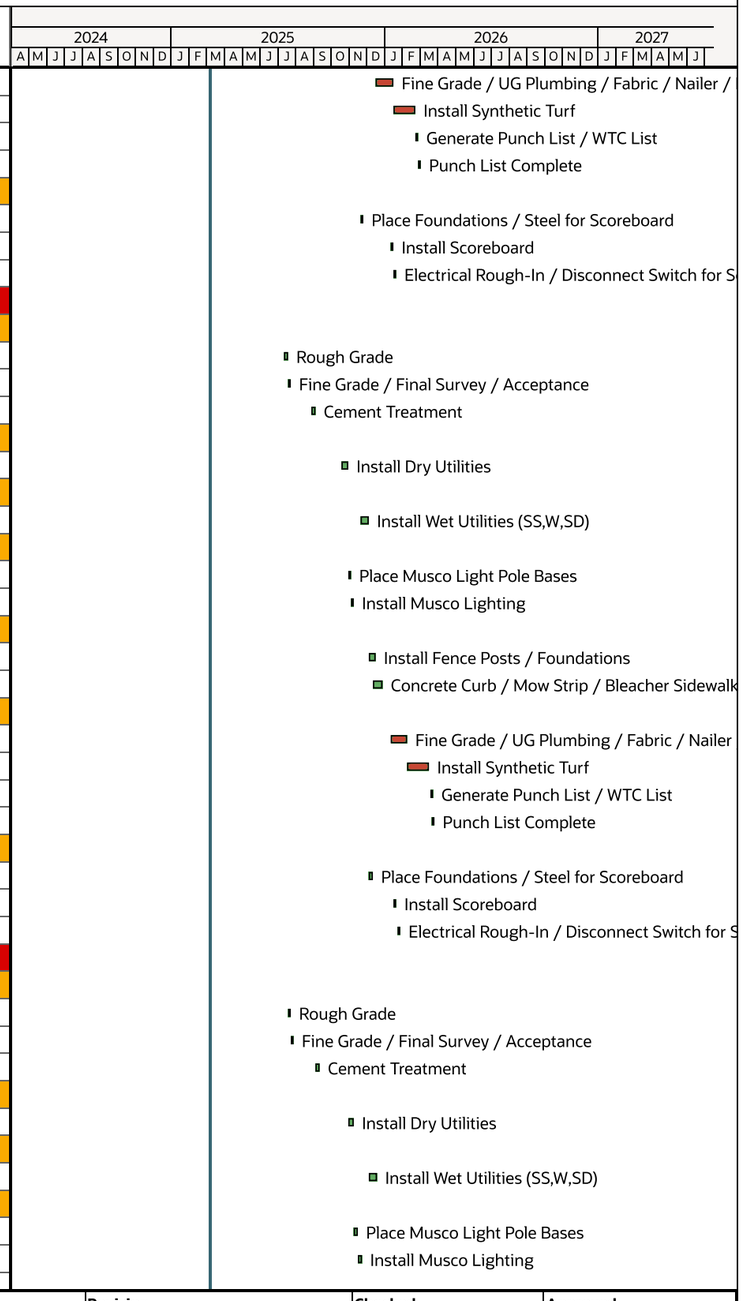


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BF-1190	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	13-Dec-25	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1200	Install Synthetic Turf	32d	14-Jan-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1210	Generate Punch List / WTC List	2d	20-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1220	Punch List Complete	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		50d	18-Nov-25	19-Jan-26	
BF-1230	Place Foundations / Steel for Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1240	Install Scoreboard	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1250	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 5		178d	09-Jul-25	23-Mar-26	
Grading		45d	09-Jul-25	02-Sep-25	
BF-1260	Rough Grade	5d	09-Jul-25	15-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3340	Fine Grade / Final Survey / Acceptance	1d	15-Jul-25	15-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1265	Cement Treatment	5d	25-Aug-25	02-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	15-Oct-25	27-Oct-25	
BF-1280	Install Dry Utilities	10d	15-Oct-25	27-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	18-Nov-25	03-Dec-25	
BF-1270	Install Wet Utilities (SS,W,SD)	10d	18-Nov-25	03-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	27-Oct-25	06-Nov-25	
BF-1290	Place Musco Light Pole Bases	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1300	Install Musco Lighting	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	03-Dec-25	26-Dec-25	
BF-1310	Install Fence Posts / Foundations	10d	03-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1315	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	09-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	08-Jan-26	23-Mar-26	
BF-1320	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	08-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1330	Install Synthetic Turf	32d	06-Feb-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1340	Generate Punch List / WTC List	2d	16-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1350	Punch List Complete	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		44d	03-Dec-25	24-Jan-26	
BF-1360	Place Foundations / Steel for Scoreboard	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1370	Install Scoreboard	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1380	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 8		191d	15-Jul-25	15-Apr-26	
Grading		45d	15-Jul-25	08-Sep-25	
BF-1390	Rough Grade	5d	15-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3350	Fine Grade / Final Survey / Acceptance	1d	21-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1395	Cement Treatment	5d	02-Sep-25	08-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Oct-25	07-Nov-25	
BF-1410	Install Dry Utilities	10d	27-Oct-25	07-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	03-Dec-25	15-Dec-25	
BF-1400	Install Wet Utilities (SS,W,SD)	10d	03-Dec-25	15-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	07-Nov-25	19-Nov-25	
BF-1420	Place Musco Light Pole Bases	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1430	Install Musco Lighting	5d	14-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

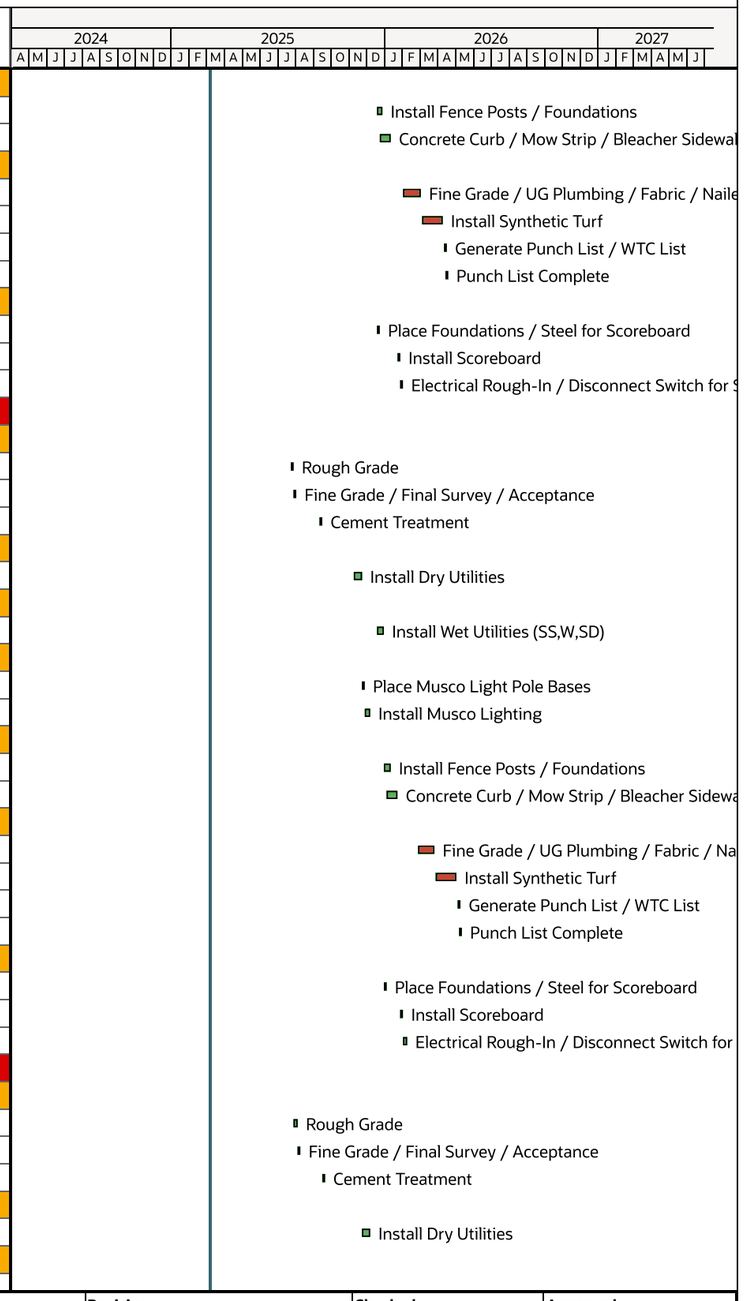


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Site Concrete Before Field		20d	15-Dec-25	08-Jan-26	
BF-1440	Install Fence Posts / Foundations	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1445	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	20-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	31-Jan-26	15-Apr-26	
BF-1450	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	31-Jan-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1460	Install Synthetic Turf	32d	02-Mar-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1470	Generate Punch List / WTC List	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1480	Punch List Complete	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		39d	15-Dec-25	30-Jan-26	
BF-1490	Place Foundations / Steel for Scoreboard	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1500	Install Scoreboard	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1510	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 3		204d	21-Jul-25	08-May-26	
Grading		45d	21-Jul-25	13-Sep-25	
BF-1520	Rough Grade	5d	21-Jul-25	26-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3360	Fine Grade / Final Survey / Acceptance	1d	26-Jul-25	26-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1525	Cement Treatment	5d	08-Sep-25	13-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	07-Nov-25	20-Nov-25	
BF-1540	Install Dry Utilities	10d	07-Nov-25	20-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	15-Dec-25	27-Dec-25	
BF-1530	Install Wet Utilities (SS,W,SD)	10d	15-Dec-25	27-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	20-Nov-25	03-Dec-25	
BF-1550	Place Musco Light Pole Bases	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1560	Install Musco Lighting	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	27-Dec-25	20-Jan-26	
BF-1570	Install Fence Posts / Foundations	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1575	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	03-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	24-Feb-26	08-May-26	
BF-1580	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	24-Feb-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1590	Install Synthetic Turf	32d	25-Mar-26	30-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1600	Generate Punch List / WTC List	2d	01-May-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1610	Punch List Complete	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		34d	27-Dec-25	05-Feb-26	
BF-1620	Place Foundations / Steel for Scoreboard	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1630	Install Scoreboard	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1640	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 4		216d	26-Jul-25	02-Jun-26	
Grading		45d	26-Jul-25	19-Sep-25	
BF-1650	Rough Grade	5d	26-Jul-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3370	Fine Grade / Final Survey / Acceptance	1d	01-Aug-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1655	Cement Treatment	5d	13-Sep-25	19-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	20-Nov-25	05-Dec-25	
BF-1670	Install Dry Utilities	10d	20-Nov-25	05-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	27-Dec-25	09-Jan-26	



Current
Progress
Critical
Milestones
Summary

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BF-1660	Install Wet Utilities (SS,W,SD)	10d	27-Dec-25	09-Jan-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	05-Dec-25	16-Dec-25	
BF-1680	Place Musco Light Pole Bases	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1690	Install Musco Lighting	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	09-Jan-26	31-Jan-26	
BF-1700	Install Fence Posts / Foundations	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1705	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		65d	19-Mar-26	02-Jun-26	
BF-1710	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	19-Mar-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1720	Install Synthetic Turf	32d	17-Apr-26	23-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1730	Generate Punch List / WTC List	2d	26-May-26	27-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1740	Punch List Complete	5d	28-May-26	02-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		29d	09-Jan-26	11-Feb-26	
BF-1750	Place Foundations / Steel for Scoreboard	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1760	Install Scoreboard	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1770	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 6		229d	01-Aug-25	25-Jun-26	
Grading		45d	01-Aug-25	25-Sep-25	
BF-1780	Rough Grade	5d	01-Aug-25	07-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3380	Fine Grade / Final Survey / Acceptance	1d	07-Aug-25	07-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1785	Cement Treatment	5d	19-Sep-25	25-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	05-Dec-25	17-Dec-25	
BF-1800	Install Dry Utilities	10d	05-Dec-25	17-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	09-Jan-26	21-Jan-26	
BF-1790	Install Wet Utilities (SS,W,SD)	10d	09-Jan-26	21-Jan-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	17-Dec-25	29-Dec-25	
BF-1810	Place Musco Light Pole Bases	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1820	Install Musco Lighting	5d	23-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	21-Jan-26	12-Feb-26	
BF-1830	Install Fence Posts / Foundations	10d	21-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1835	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Jan-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		65d	11-Apr-26	25-Jun-26	
BF-1840	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	11-Apr-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1850	Install Synthetic Turf	32d	11-May-26	17-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1860	Generate Punch List / WTC List	2d	18-Jun-26	19-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1870	Punch List Complete	5d	20-Jun-26	25-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		24d	21-Jan-26	17-Feb-26	
BF-1880	Place Foundations / Steel for Scoreboard	5d	21-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1890	Install Scoreboard	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1900	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 7		245d	07-Aug-25	25-Jul-26	
Grading		45d	07-Aug-25	01-Oct-25	
BF-1910	Rough Grade	5d	07-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3390	Fine Grade / Final Survey / Acceptance	1d	13-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays



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BF-1915	Cement Treatment	5d	25-Sep-25	01-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	17-Dec-25	30-Dec-25	
BF-1930	Install Dry Utilities	10d	17-Dec-25	30-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	21-Jan-26	02-Feb-26	
BF-1920	Install Wet Utilities (SS,W,SD)	10d	21-Jan-26	02-Feb-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	30-Dec-25	10-Jan-26	
BF-1940	Place Musco Light Pole Bases	5d	30-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1950	Install Musco Lighting	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	02-Feb-26	24-Feb-26	
BF-1960	Install Fence Posts / Foundations	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1965	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	07-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		70d	05-May-26	25-Jul-26	
BF-1970	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	05-May-26	03-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1980	Install Synthetic Turf	32d	04-Jun-26	11-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1990	Generate Punch List / WTC List	2d	13-Jul-26	14-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2000	Punch List Complete	10d	15-Jul-26	25-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Batting Cages		31d	05-May-26	09-Jun-26	
BF-2010	Install Chain Link Fence Posts / Foundations	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2020	Install Mesh Enclosures	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2030	Install Turf & Accessories	10d	29-May-26	09-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		19d	02-Feb-26	23-Feb-26	
BF-2040	Place Foundations / Steel for Scoreboard	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2050	Install Scoreboard	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2060	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	18-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Baseball Facilities		99d	09-Jan-26	04-May-26	
Canopies - Baseball Fields 1,2,3,4		89d	09-Jan-26	22-Apr-26	
BF-2070	Canopy Foundations	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2080	Canopy Steel	10d	07-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2090	Canopy Fabric	10d	11-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Baseball Fields 5,6,7,8		79d	02-Feb-26	04-May-26	
BF-2100	Canopy Foundations	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2110	Canopy Steel	10d	19-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2120	Canopy Fabric	10d	23-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Baseball Fields		85d	09-Jan-26	17-Apr-26	
Walls / Concrete Bleachers @ Baseball Fields 1,2,3,4		65d	09-Jan-26	25-Mar-26	
BF-2160	Construct Concrete Walls / Drainage / Backfill	20d	09-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2170	Construct CMU Walls / Drainage / Backfill	20d	09-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2200	Form / Rebar / Pour Concrete Bleachers	40d	21-Jan-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2230	Install Alum Bleachers	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Baseball Fields 5,6,7,8		65d	02-Feb-26	17-Apr-26	
BF-2340	Construct Concrete Walls / Drainage / Backfill	20d	02-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2330	Construct CMU Walls / Drainage / Backfill	20d	02-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2370	Form / Rebar / Pour Concrete Bleachers	40d	13-Feb-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2400	Install Alum Bleachers	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

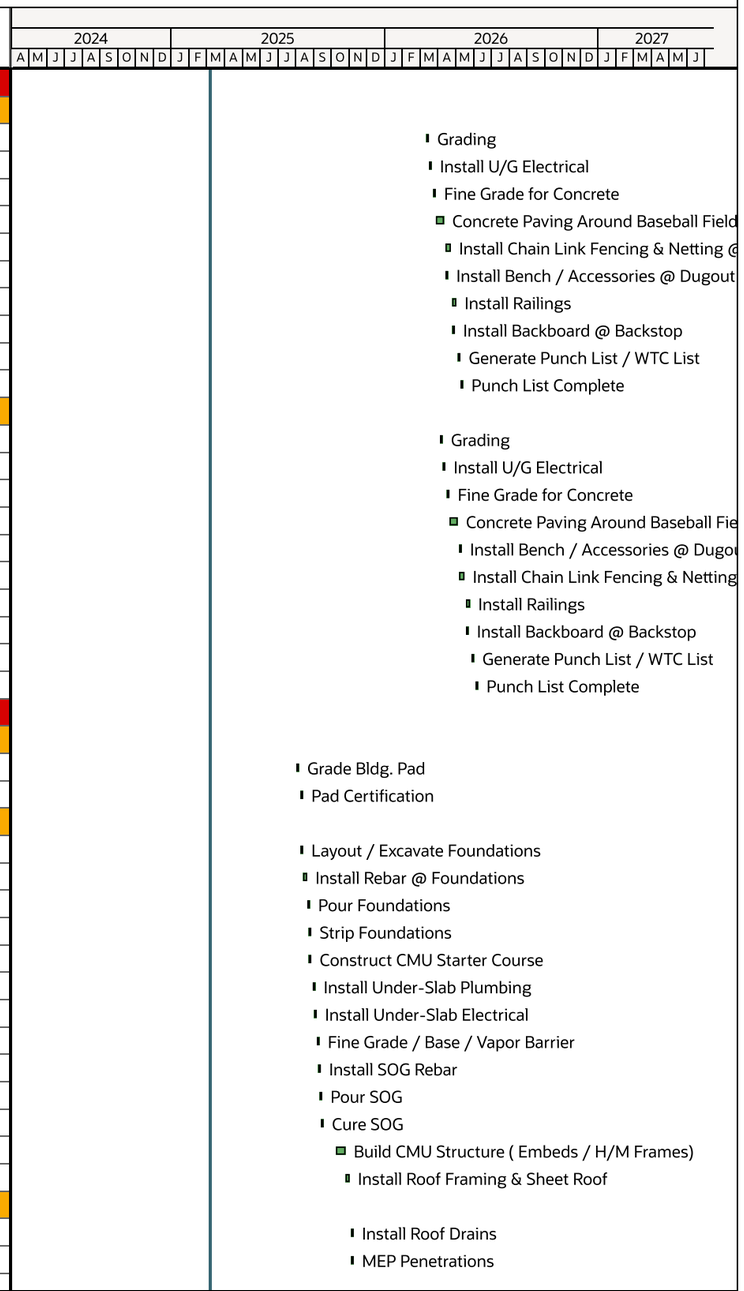


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Seating Area / Dugouts @ Baseball Fields		77d	09-Mar-26	05-Jun-26	
Seating Area / Dugouts @ Fields 1,2,3,4		56d	09-Mar-26	12-May-26	
BF-2130	Grading	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2190	Install U/G Electrical	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2210	Fine Grade for Concrete	4d	20-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2220	Concrete Paving Around Baseball Fields / Dugouts	14d	25-Mar-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2240	Install Chain Link Fencing & Netting @ Backstop/ Outfield	10d	10-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2250	Install Bench / Accessories @ Dugout	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2260	Install Railings	8d	22-Apr-26	30-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2270	Install Backboard @ Backstop	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2280	Generate Punch List / WTC List	5d	01-May-26	06-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2290	Punch List Complete	5d	07-May-26	12-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Dugouts @ Fields 5,6,7,8		57d	01-Apr-26	05-Jun-26	
BF-2300	Grading	5d	01-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2360	Install U/G Electrical	5d	07-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2380	Fine Grade for Concrete	4d	13-Apr-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2390	Concrete Paving Around Baseball Fields / Dugouts	14d	17-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2410	Install Bench / Accessories @ Dugout	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2420	Install Chain Link Fencing & Netting @ Backstop/ Outfield	10d	04-May-26	14-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2430	Install Railings	8d	15-May-26	23-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2440	Install Backboard @ Backstop	5d	15-May-26	20-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2450	Generate Punch List / WTC List	5d	26-May-26	30-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2460	Punch List Complete	5d	01-Jun-26	05-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Baseball Plaza West)		183d	31-Jul-25	21-Apr-26	
Grade Bldg. Pad		6d	31-Jul-25	06-Aug-25	
BBF-1000	Grade Bldg. Pad	5d	31-Jul-25	05-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1010	Pad Certification	1d	06-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		61d	07-Aug-25	31-Oct-25	
BBF-1020	Layout / Excavate Foundations	3d	07-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1030	Install Rebar @ Foundations	7d	11-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1040	Pour Foundations	1d	19-Aug-25	19-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1050	Strip Foundations	1d	20-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1060	Construct CMU Starter Course	5d	21-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1070	Install Under-Slab Plumbing	3d	27-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1080	Install Under-Slab Electrical	3d	30-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1090	Fine Grade / Base / Vapor Barrier	2d	04-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1100	Install SOG Rebar	2d	06-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1110	Pour SOG	1d	09-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1120	Cure SOG	3d	10-Sep-25	12-Sep-25	7x8, no holidays - 7x8, no holidays
BBF-1130	Build CMU Structure (Embeds / H/M Frames)	15d	07-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1140	Install Roof Framing & Sheet Roof	7d	24-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		60d	01-Nov-25	15-Jan-26	
BBF-1150	Install Roof Drains	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1160	MEP Penetrations	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

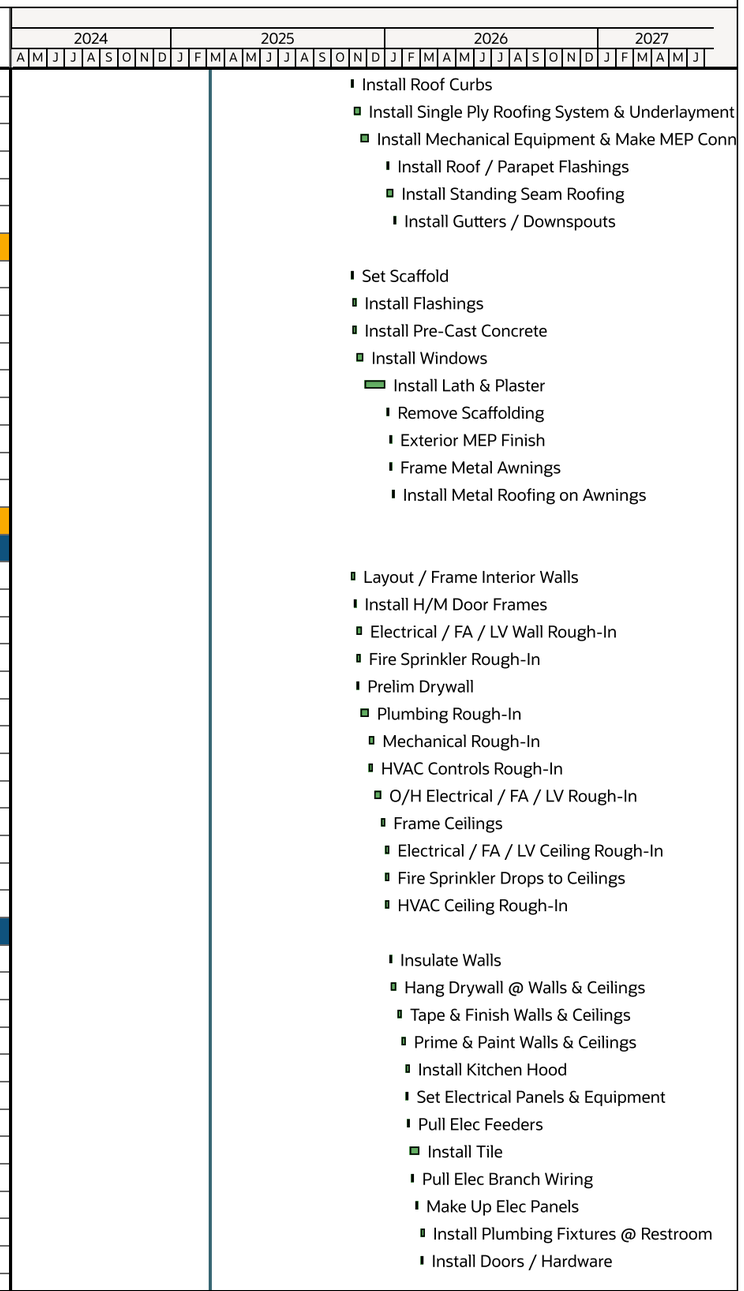


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-1170	Install Roof Curbs	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	07-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1190	Install Mechanical Equipment & Make MEP Connections	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1200	Install Roof / Parapet Flashings	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1210	Install Standing Seam Roofing	10d	02-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1220	Install Gutters / Downspouts	2d	14-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	01-Nov-25	16-Jan-26	
BBF-1230	Set Scaffold	3d	01-Nov-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1240	Install Flashings	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1250	Install Pre-Cast Concrete	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1260	Install Windows	10d	12-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1270	Install Lath & Plaster	30d	24-Nov-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1280	Remove Scaffolding	3d	02-Jan-26	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1290	Exterior MEP Finish	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1300	Frame Metal Awnings	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1310	Install Metal Roofing on Awnings	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	01-Nov-25	08-Apr-26	
Framing / MEP Rough-In		52d	01-Nov-25	06-Jan-26	
BBF-1320	Layout / Frame Interior Walls	7d	01-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1330	Install H/M Door Frames	3d	06-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1340	Electrical / FA / LV Wall Rough-In	10d	10-Nov-25	21-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1350	Fire Sprinkler Rough-In	7d	10-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1360	Prelim Drywall	5d	10-Nov-25	15-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1370	Plumbing Rough-In	10d	19-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1380	Mechanical Rough-In	8d	03-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1390	HVAC Controls Rough-In	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1400	O/H Electrical / FA / LV Rough-In	10d	12-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1410	Frame Ceilings	5d	24-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1420	Electrical / FA / LV Ceiling Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1430	Fire Sprinkler Drops to Ceilings	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1440	HVAC Ceiling Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	07-Jan-26	08-Apr-26	
BBF-1450	Insulate Walls	3d	07-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1460	Hang Drywall @ Walls & Ceilings	8d	10-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1470	Tape & Finish Walls & Ceilings	8d	20-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1480	Prime & Paint Walls & Ceilings	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1490	Install Kitchen Hood	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1500	Set Electrical Panels & Equipment	2d	04-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1510	Pull Elec Feeders	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1520	Install Tile	15d	10-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1530	Pull Elec Branch Wiring	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1540	Make Up Elec Panels	5d	18-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1550	Install Plumbing Fixtures @ Restroom	8d	27-Feb-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1560	Install Doors / Hardware	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

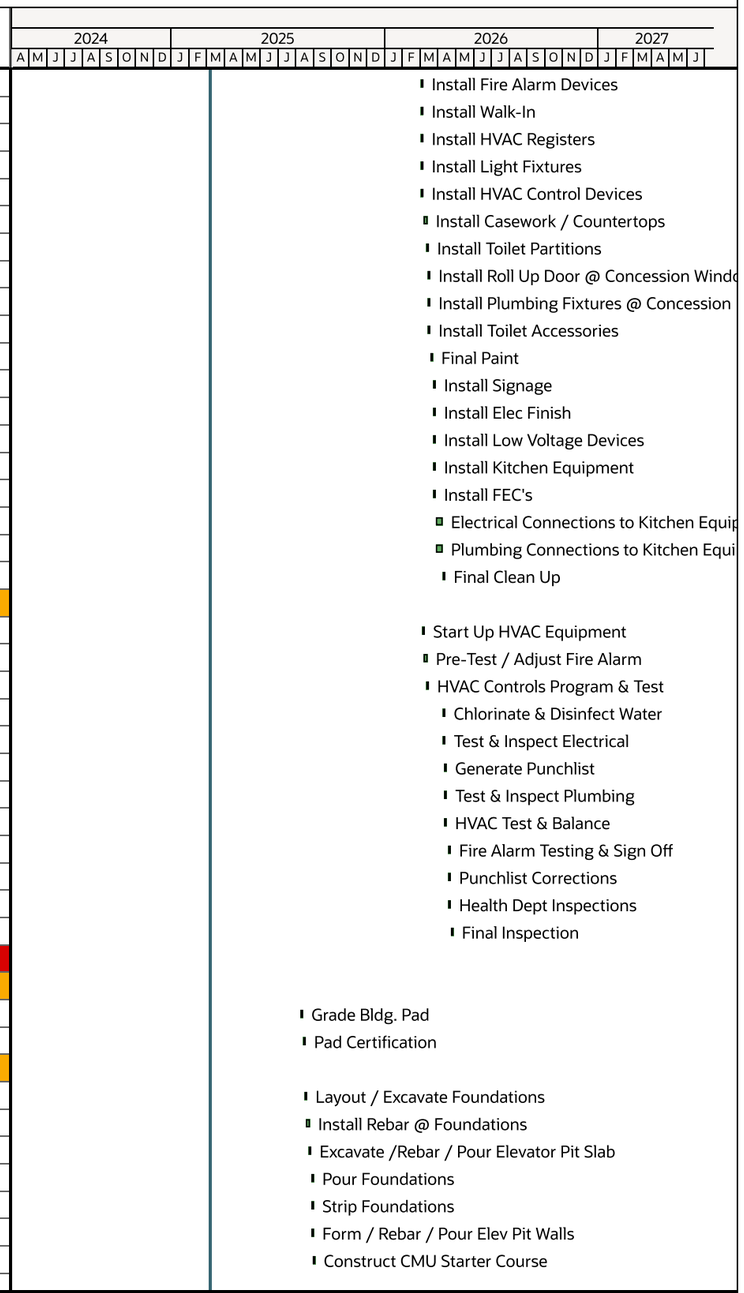


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-1570	Install Fire Alarm Devices	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1580	Install Walk-In	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1590	Install HVAC Registers	3d	27-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1600	Install Light Fixtures	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1610	Install HVAC Control Devices	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1620	Install Casework / Countertops	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1630	Install Toilet Partitions	3d	09-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1640	Install Roll Up Door @ Concession Window	3d	11-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1650	Install Plumbing Fixtures @ Concession	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1660	Install Toilet Accessories	3d	12-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1670	Final Paint	3d	17-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1680	Install Signage	2d	20-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1690	Install Elec Finish	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1700	Install Low Voltage Devices	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1710	Install Kitchen Equipment	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1720	Install FEC's	2d	20-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1730	Electrical Connections to Kitchen Equip	10d	26-Mar-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1740	Plumbing Connections to Kitchen Equip	10d	26-Mar-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1750	Final Clean Up	2d	07-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	03-Mar-26	21-Apr-26	
BBF-1760	Start Up HVAC Equipment	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1770	Pre-Test / Adjust Fire Alarm	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1780	HVAC Controls Program & Test	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1790	Chlorinate & Disinfect Water	2d	07-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1800	Test & Inspect Electrical	5d	07-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1810	Generate Punchlist	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1820	Test & Inspect Plumbing	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1830	HVAC Test & Balance	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1840	Fire Alarm Testing & Sign Off	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1850	Punchlist Corrections	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1860	Health Dept Inspections	2d	15-Apr-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1870	Final Inspection	1d	21-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. A Concession Bldg. (Baseball Plaza)		193d	06-Aug-25	11-May-26	
Grade Bldg. Pad		6d	06-Aug-25	12-Aug-25	
ABF-1000	Grade Bldg. Pad	5d	06-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1010	Pad Certification	1d	12-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		94d	13-Aug-25	29-Dec-25	
ABF-1020	Layout / Excavate Foundations	3d	13-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1030	Install Rebar @ Foundations	7d	16-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1040	Excavate /Rebar / Pour Elevator Pit Slab	3d	22-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1050	Pour Foundations	1d	25-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1060	Strip Foundations	1d	26-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1070	Form / Rebar / Pour Elev Pit Walls	3d	26-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1080	Construct CMU Starter Course	5d	27-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days

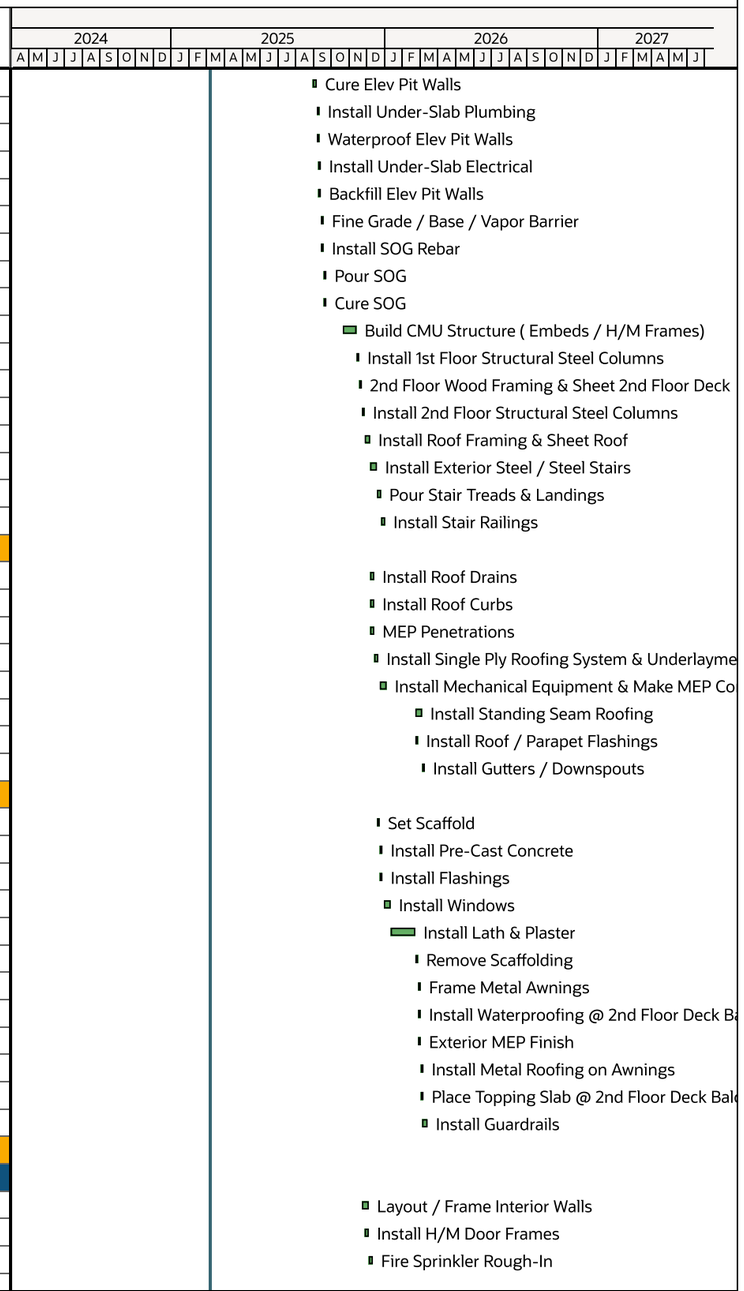


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ID	Name	Dur	Start	Finish	Calendar
ABF-1090	Cure Elev Pit Walls	7d	29-Aug-25	04-Sep-25	7x8, no holidays - 7x8, no holidays
ABF-1100	Install Under-Slab Plumbing	3d	03-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1110	Waterproof Elev Pit Walls	1d	05-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1120	Install Under-Slab Electrical	3d	06-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1130	Backfill Elev Pit Walls	1d	06-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1140	Fine Grade / Base / Vapor Barrier	2d	10-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1150	Install SOG Rebar	2d	12-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1160	Pour SOG	1d	15-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1170	Cure SOG	3d	16-Sep-25	18-Sep-25	7x8, no holidays - 7x8, no holidays
ABF-1180	Build CMU Structure (Embeds / H/M Frames)	20d	18-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1190	Install 1st Floor Structural Steel Columns	3d	12-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1200	2nd Floor Wood Framing & Sheet 2nd Floor Deck	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1210	Install 2nd Floor Structural Steel Columns	3d	21-Nov-25	24-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1220	Install Roof Framing & Sheet Roof	7d	25-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1230	Install Exterior Steel / Steel Stairs	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1240	Pour Stair Treads & Landings	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1250	Install Stair Railings	5d	23-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		77d	05-Dec-25	06-Mar-26	
ABF-1260	Install Roof Drains	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1270	Install Roof Curbs	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1280	MEP Penetrations	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1290	Install Single Ply Roofing System & Underlayment for SS Roof	8d	11-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1300	Install Mechanical Equipment & Make MEP Connections	10d	20-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1310	Install Standing Seam Roofing	10d	19-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1320	Install Roof / Parapet Flashings	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1330	Install Gutters / Downspouts	4d	03-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		71d	17-Dec-25	11-Mar-26	
ABF-1340	Set Scaffold	3d	17-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1350	Install Pre-Cast Concrete	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1360	Install Flashings	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1370	Install Windows	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1380	Install Lath & Plaster	35d	09-Jan-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1390	Remove Scaffolding	3d	19-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1400	Frame Metal Awnings	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1410	Install Waterproofing @ 2nd Floor Deck Balcony	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1420	Exterior MEP Finish	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1430	Install Metal Roofing on Awnings	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1440	Place Topping Slab @ 2nd Floor Deck Balcony	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1450	Install Guardrails	8d	03-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		131d	21-Nov-25	27-Apr-26	
Framing / MEP Rough-In		52d	21-Nov-25	24-Jan-26	
ABF-1460	Layout / Frame Interior Walls	7d	21-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1470	Install H/M Door Frames	3d	26-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1480	Fire Sprinkler Rough-In	7d	02-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

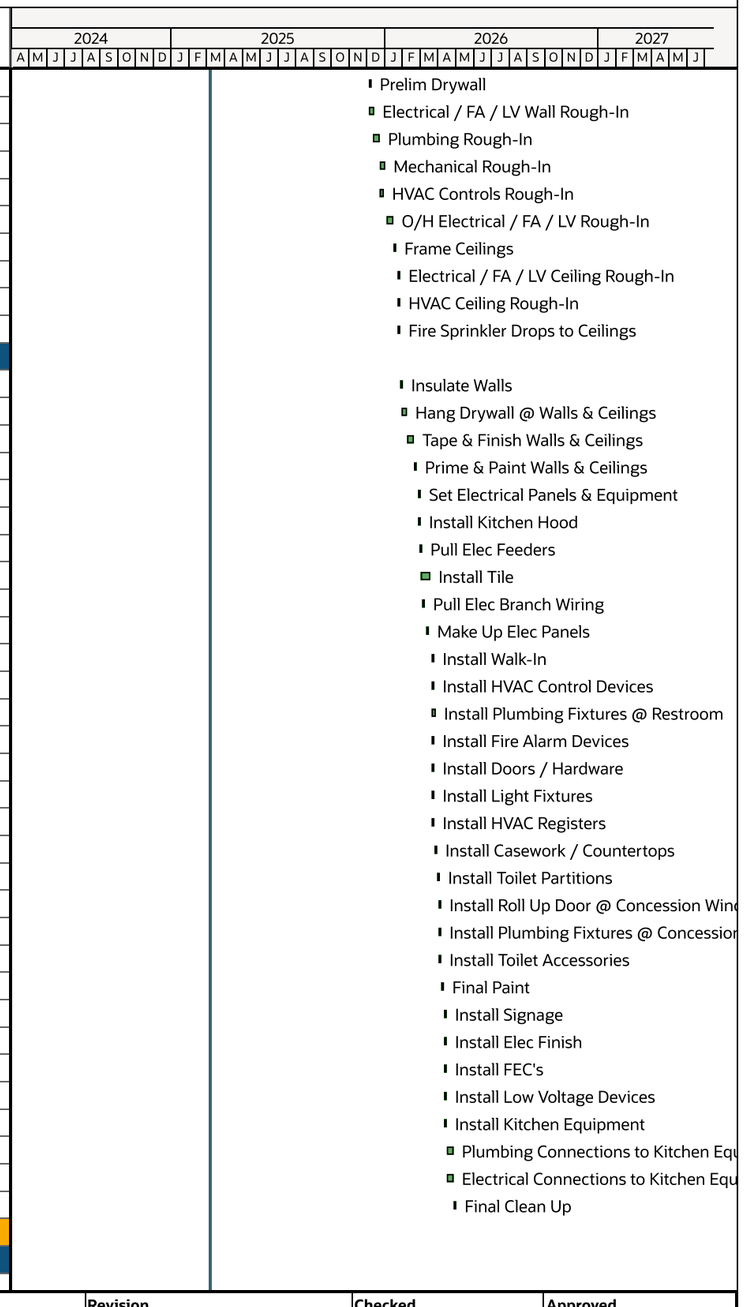


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1490	Prelim Drywall	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1500	Electrical / FA / LV Wall Rough-In	10d	02-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1510	Plumbing Rough-In	10d	10-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1520	Mechanical Rough-In	8d	22-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1530	HVAC Controls Rough-In	5d	22-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1540	O/H Electrical / FA / LV Rough-In	10d	02-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1550	Frame Ceilings	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1560	Electrical / FA / LV Ceiling Rough-In	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1570	HVAC Ceiling Rough-In	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1580	Fire Sprinkler Drops to Ceilings	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	26-Jan-26	27-Apr-26	
ABF-1590	Insulate Walls	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1600	Hang Drywall @ Walls & Ceilings	8d	29-Jan-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1610	Tape & Finish Walls & Ceilings	8d	07-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1620	Prime & Paint Walls & Ceilings	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1630	Set Electrical Panels & Equipment	2d	23-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1640	Install Kitchen Hood	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1650	Pull Elec Feeders	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1660	Install Tile	15d	28-Feb-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1670	Pull Elec Branch Wiring	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1680	Make Up Elec Panels	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1690	Install Walk-In	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1700	Install HVAC Control Devices	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1710	Install Plumbing Fixtures @ Restroom	8d	18-Mar-26	26-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1720	Install Fire Alarm Devices	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1730	Install Doors / Hardware	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1740	Install Light Fixtures	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1750	Install HVAC Registers	3d	18-Mar-26	20-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1760	Install Casework / Countertops	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1770	Install Toilet Partitions	3d	27-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1780	Install Roll Up Door @ Concession Window	3d	30-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1790	Install Plumbing Fixtures @ Concession	5d	30-Mar-26	03-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1800	Install Toilet Accessories	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1810	Final Paint	3d	04-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1820	Install Signage	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1830	Install Elec Finish	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1840	Install FEC's	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1850	Install Low Voltage Devices	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1860	Install Kitchen Equipment	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1870	Plumbing Connections to Kitchen Equip	10d	14-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1880	Electrical Connections to Kitchen Equip	10d	14-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1890	Final Clean Up	2d	25-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
2nd Floor Interior		122d	05-Dec-25	28-Apr-26	
Framing / MEP Rough-In		52d	05-Dec-25	05-Feb-26	

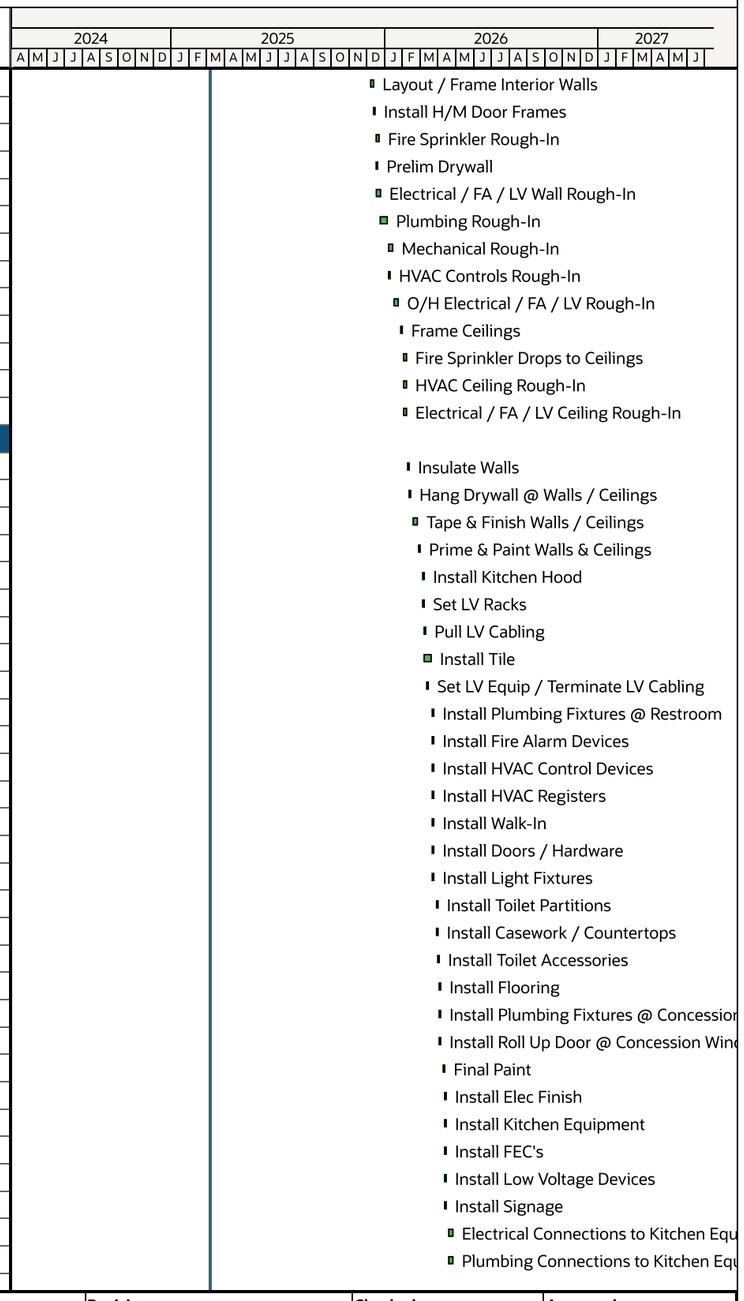


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1900	Layout / Frame Interior Walls	7d	05-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1910	Install H/M Door Frames	3d	10-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1920	Fire Sprinkler Rough-In	7d	13-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1930	Prelim Drywall	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1940	Electrical / FA / LV Wall Rough-In	10d	13-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1950	Plumbing Rough-In	10d	22-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1960	Mechanical Rough-In	8d	05-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1970	HVAC Controls Rough-In	5d	05-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1980	O/H Electrical / FA / LV Rough-In	10d	14-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1990	Frame Ceilings	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2000	Fire Sprinkler Drops to Ceilings	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2010	HVAC Ceiling Rough-In	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2020	Electrical / FA / LV Ceiling Rough-In	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		70d	06-Feb-26	28-Apr-26	
ABF-2030	Insulate Walls	2d	06-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2040	Hang Drywall @ Walls / Ceilings	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2050	Tape & Finish Walls / Ceilings	8d	14-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2060	Prime & Paint Walls & Ceilings	5d	24-Feb-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2070	Install Kitchen Hood	3d	02-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2080	Set LV Racks	2d	02-Mar-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2090	Pull LV Cabling	5d	04-Mar-26	09-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2100	Install Tile	12d	05-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2110	Set LV Equip / Terminate LV Cabling	5d	10-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2120	Install Plumbing Fixtures @ Restroom	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2130	Install Fire Alarm Devices	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2140	Install HVAC Control Devices	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2150	Install HVAC Registers	3d	19-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2160	Install Walk-In	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2170	Install Doors / Hardware	3d	19-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2180	Install Light Fixtures	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2190	Install Toilet Partitions	3d	25-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2200	Install Casework / Countertops	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2210	Install Toilet Accessories	3d	28-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2220	Install Flooring	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2230	Install Plumbing Fixtures @ Concession	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2240	Install Roll Up Door @ Concession Window	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2250	Final Paint	3d	06-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2260	Install Elec Finish	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2270	Install Kitchen Equipment	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2280	Install FEC's	2d	09-Apr-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2290	Install Low Voltage Devices	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2300	Install Signage	3d	09-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2310	Electrical Connections to Kitchen Equip	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2320	Plumbing Connections to Kitchen Equip	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

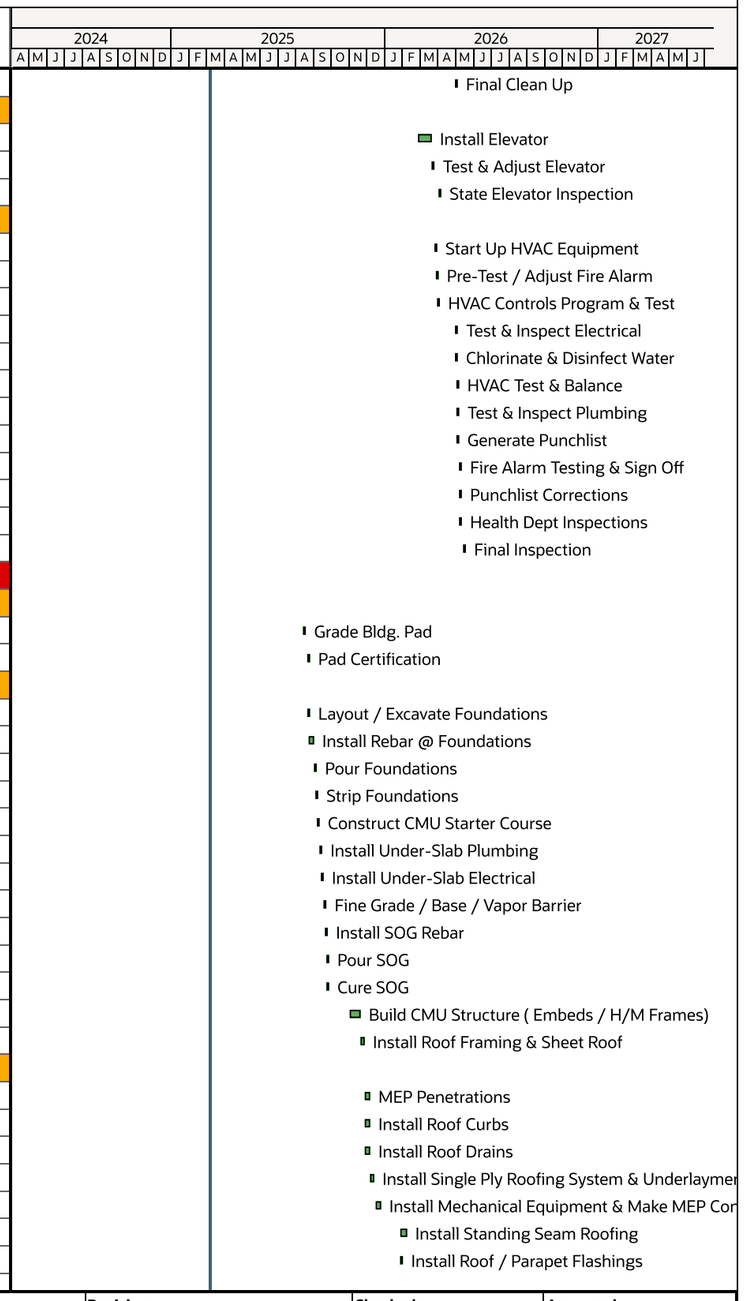


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-2330	Final Clean Up	2d	27-Apr-26	28-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Elevator		35d	24-Feb-26	04-Apr-26	
ABF-2340	Install Elevator	20d	24-Feb-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2350	Test & Adjust Elevator	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2360	State Elevator Inspection	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	23-Mar-26	11-May-26	
ABF-2370	Start Up HVAC Equipment	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2380	Pre-Test / Adjust Fire Alarm	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2390	HVAC Controls Program & Test	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2400	Test & Inspect Electrical	5d	27-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2410	Chlorinate & Disinfect Water	2d	27-Apr-26	28-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2420	HVAC Test & Balance	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2430	Test & Inspect Plumbing	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2440	Generate Punchlist	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2450	Fire Alarm Testing & Sign Off	5d	05-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2460	Punchlist Corrections	5d	05-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2470	Health Dept Inspections	2d	05-May-26	06-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2480	Final Inspection	1d	11-May-26	11-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Baseball Plaza East)		192d	12-Aug-25	14-May-26	
Grade Bldg. Pad		6d	12-Aug-25	18-Aug-25	
BBF-2000	Grade Bldg. Pad	5d	12-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2010	Pad Certification	1d	18-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		69d	19-Aug-25	25-Nov-25	
BBF-2020	Layout / Excavate Foundations	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2030	Install Rebar @ Foundations	7d	22-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2040	Pour Foundations	1d	30-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2050	Strip Foundations	1d	02-Sep-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2060	Construct CMU Starter Course	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2070	Install Under-Slab Plumbing	3d	09-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2080	Install Under-Slab Electrical	3d	12-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2090	Fine Grade / Base / Vapor Barrier	2d	16-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2100	Install SOG Rebar	2d	18-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2110	Pour SOG	1d	20-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2120	Cure SOG	3d	21-Sep-25	23-Sep-25	7x8, no holidays - 7x8, no holidays
BBF-2130	Build CMU Structure (Embeds / H/M Frames)	15d	30-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2140	Install Roof Framing & Sheet Roof	7d	18-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		62d	26-Nov-25	10-Feb-26	
BBF-2150	MEP Penetrations	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2160	Install Roof Curbs	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2170	Install Roof Drains	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	04-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2190	Install Mechanical Equipment & Make MEP Connections	10d	13-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2200	Install Standing Seam Roofing	10d	26-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2210	Install Roof / Parapet Flashings	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

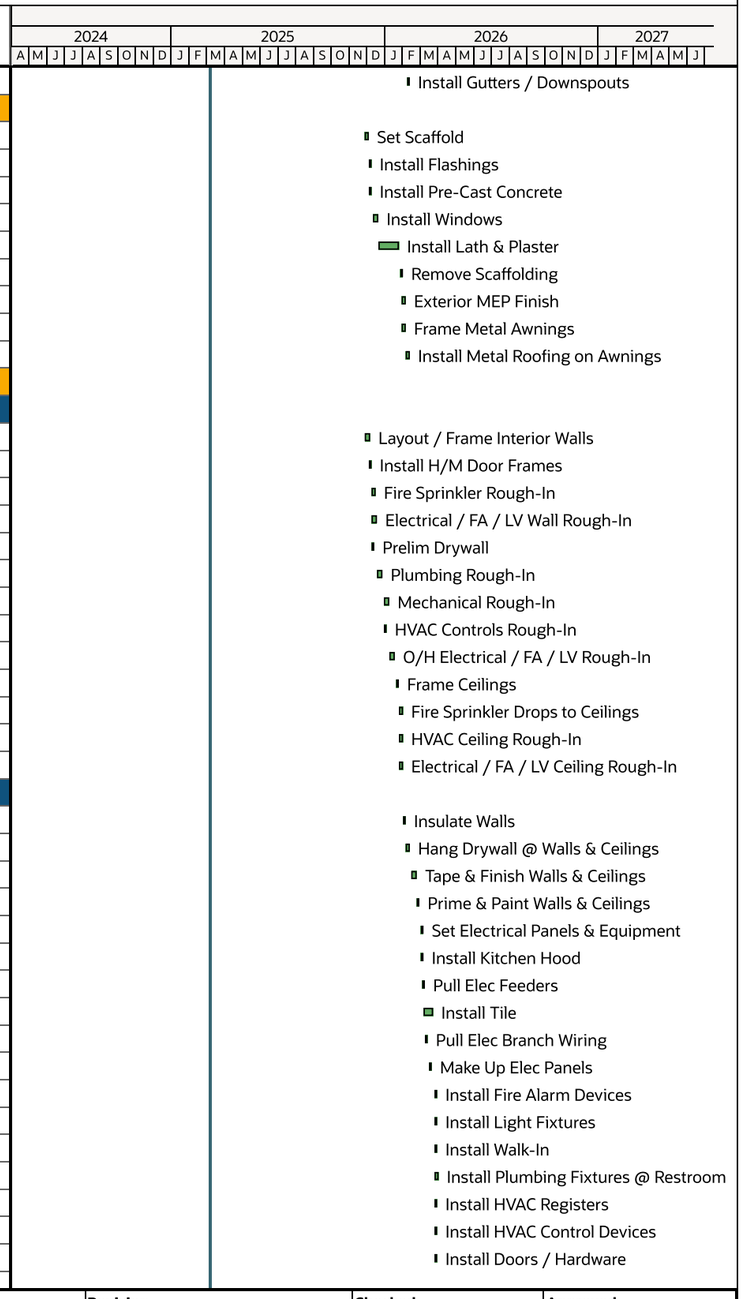


Current
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ID	Name	Dur	Start	Finish	Calendar
BBF-2220	Install Gutters / Downspouts	4d	06-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	26-Nov-25	09-Feb-26	
BBF-2230	Set Scaffold	3d	26-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2240	Install Flashings	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2250	Install Pre-Cast Concrete	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2260	Install Windows	10d	08-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2270	Install Lath & Plaster	30d	19-Dec-25	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2280	Remove Scaffolding	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2290	Exterior MEP Finish	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2300	Frame Metal Awnings	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2310	Install Metal Roofing on Awnings	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	26-Nov-25	01-May-26	
Framing / MEP Rough-In		52d	26-Nov-25	29-Jan-26	
BBF-2320	Layout / Frame Interior Walls	7d	26-Nov-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2330	Install H/M Door Frames	3d	03-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2340	Fire Sprinkler Rough-In	7d	06-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2350	Electrical / FA / LV Wall Rough-In	10d	06-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2360	Prelim Drywall	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2370	Plumbing Rough-In	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2380	Mechanical Rough-In	8d	27-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2390	HVAC Controls Rough-In	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2400	O/H Electrical / FA / LV Rough-In	10d	07-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2410	Frame Ceilings	5d	19-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2420	Fire Sprinkler Drops to Ceilings	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2430	HVAC Ceiling Rough-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2440	Electrical / FA / LV Ceiling Rough-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	30-Jan-26	01-May-26	
BBF-2450	Insulate Walls	3d	30-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2460	Hang Drywall @ Walls & Ceilings	8d	03-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2470	Tape & Finish Walls & Ceilings	8d	12-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2480	Prime & Paint Walls & Ceilings	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2490	Set Electrical Panels & Equipment	2d	27-Feb-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2500	Install Kitchen Hood	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2510	Pull Elec Feeders	5d	02-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2520	Install Tile	15d	05-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2530	Pull Elec Branch Wiring	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2540	Make Up Elec Panels	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2550	Install Fire Alarm Devices	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2560	Install Light Fixtures	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2570	Install Walk-In	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2580	Install Plumbing Fixtures @ Restroom	8d	23-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2590	Install HVAC Registers	3d	23-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2600	Install HVAC Control Devices	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2610	Install Doors / Hardware	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

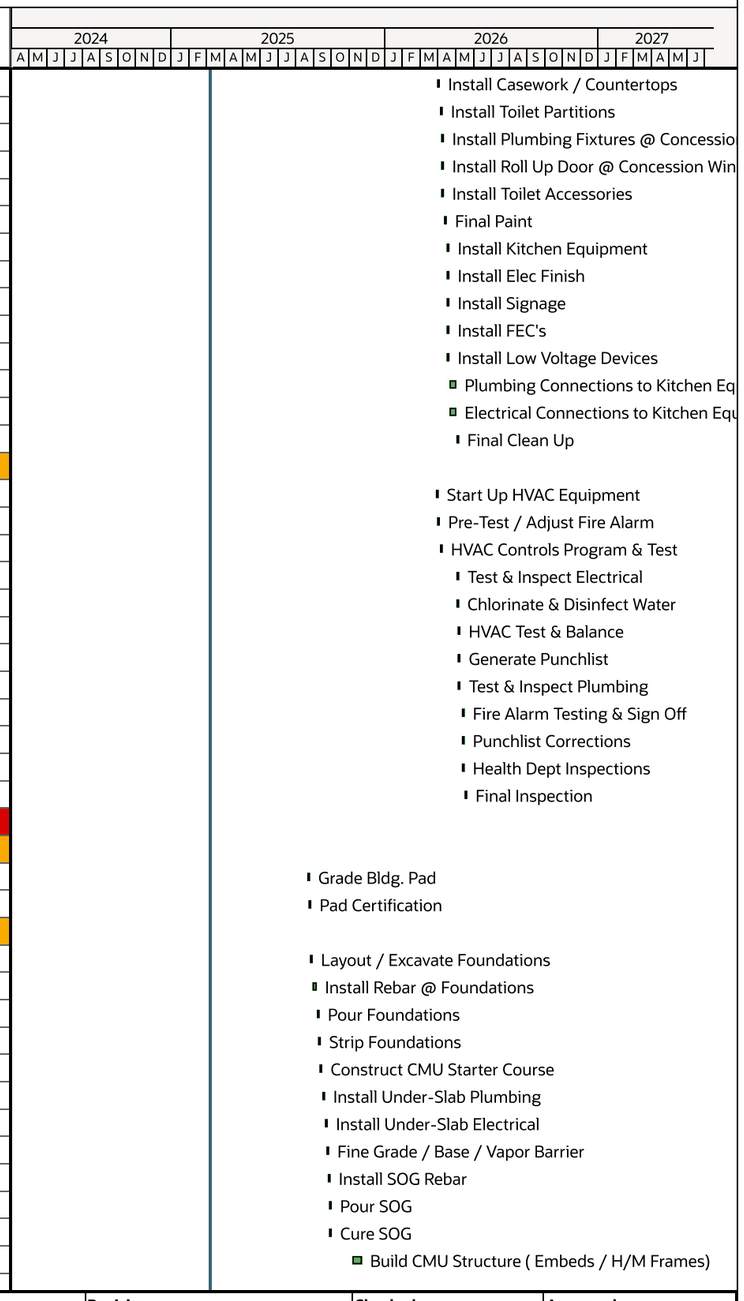


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-2620	Install Casework / Countertops	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2630	Install Toilet Partitions	3d	01-Apr-26	03-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2640	Install Plumbing Fixtures @ Concession	5d	03-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2650	Install Roll Up Door @ Concession Window	3d	03-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2660	Install Toilet Accessories	3d	04-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2670	Final Paint	3d	09-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2680	Install Kitchen Equipment	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2690	Install Elec Finish	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2700	Install Signage	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2710	Install FEC's	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2720	Install Low Voltage Devices	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2730	Plumbing Connections to Kitchen Equip	10d	18-Apr-26	29-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2740	Electrical Connections to Kitchen Equip	10d	18-Apr-26	29-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2750	Final Clean Up	2d	30-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	26-Mar-26	14-May-26	
BBF-2760	Start Up HVAC Equipment	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2770	Pre-Test / Adjust Fire Alarm	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2780	HVAC Controls Program & Test	5d	01-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2790	Test & Inspect Electrical	5d	30-Apr-26	05-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2800	Chlorinate & Disinfect Water	2d	30-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2810	HVAC Test & Balance	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2820	Generate Punchlist	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2830	Test & Inspect Plumbing	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2840	Fire Alarm Testing & Sign Off	5d	08-May-26	13-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2850	Punchlist Corrections	5d	08-May-26	13-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2860	Health Dept Inspections	2d	08-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2870	Final Inspection	1d	14-May-26	14-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Food Service Building		175d	18-Aug-25	27-Apr-26	
Grade Bldg. Pad		5d	18-Aug-25	22-Aug-25	
FS-1000	Grade Bldg. Pad	4d	18-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1010	Pad Certification	1d	22-Aug-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		66d	23-Aug-25	29-Nov-25	
FS-1020	Layout / Excavate Foundations	3d	23-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1030	Install Rebar @ Foundations	7d	27-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1040	Pour Foundations	1d	05-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1050	Strip Foundations	1d	06-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1060	Construct CMU Starter Course	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1070	Install Under-Slab Plumbing	3d	13-Sep-25	16-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1080	Install Under-Slab Electrical	3d	17-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1090	Fine Grade / Base / Vapor Barrier	2d	20-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1100	Install SOG Rebar	2d	23-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1110	Pour SOG	1d	25-Sep-25	25-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1120	Cure SOG	3d	26-Sep-25	28-Sep-25	7x8, no holidays - 7x8, no holidays
FS-1130	Build CMU Structure (Embeds / H/M Frames)	12d	05-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

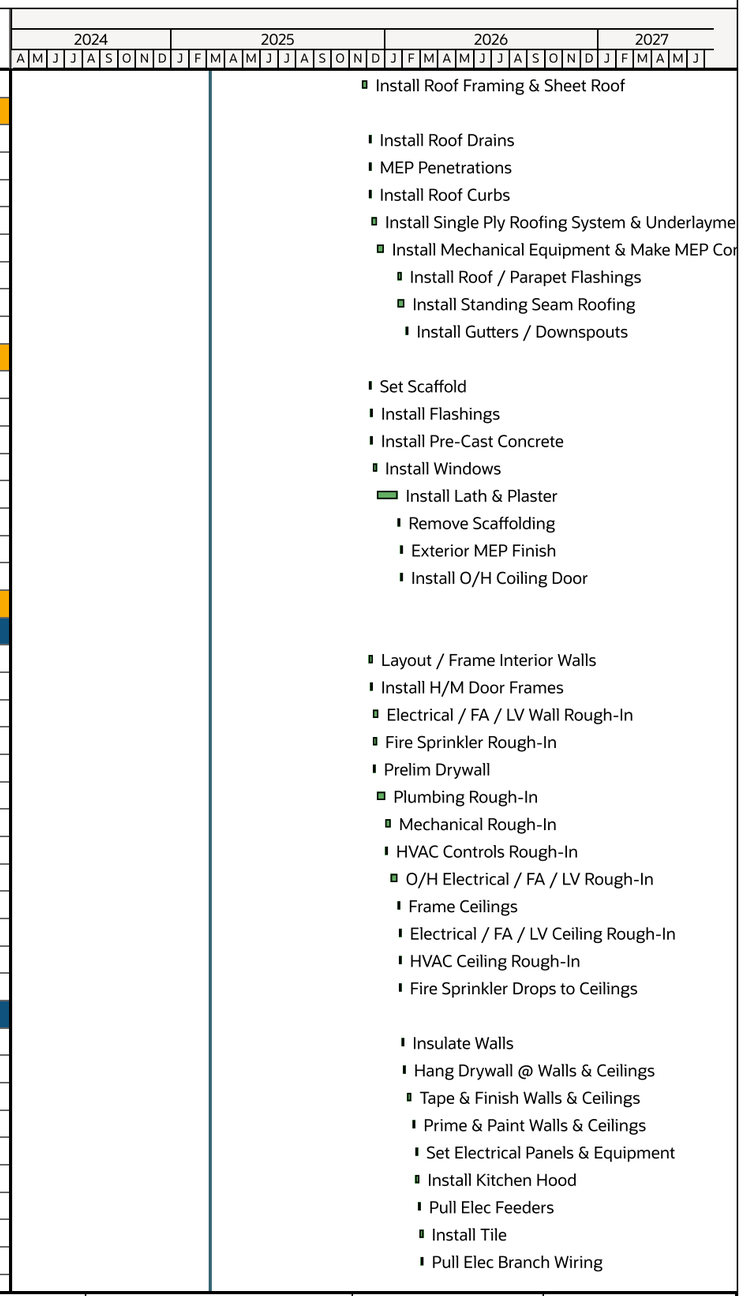


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FS-1140	Install Roof Framing & Sheet Roof	7d	20-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		56d	01-Dec-25	05-Feb-26	
FS-1150	Install Roof Drains	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1160	MEP Penetrations	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1170	Install Roof Curbs	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	06-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1190	Install Mechanical Equipment & Make MEP Connections	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1200	Install Roof / Parapet Flashings	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1210	Install Standing Seam Roofing	10d	22-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1220	Install Gutters / Downspouts	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		51d	01-Dec-25	30-Jan-26	
FS-1230	Set Scaffold	3d	01-Dec-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1240	Install Flashings	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1250	Install Pre-Cast Concrete	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1260	Install Windows	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1270	Install Lath & Plaster	30d	16-Dec-25	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1280	Remove Scaffolding	3d	22-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1290	Exterior MEP Finish	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1300	Install O/H Coiling Door	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		114d	01-Dec-25	14-Apr-26	
Framing / MEP Rough-In		47d	01-Dec-25	26-Jan-26	
FS-1310	Layout / Frame Interior Walls	7d	01-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1320	Install H/M Door Frames	3d	05-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1330	Electrical / FA / LV Wall Rough-In	10d	09-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1340	Fire Sprinkler Rough-In	7d	09-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1350	Prelim Drywall	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1360	Plumbing Rough-In	10d	17-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1370	Mechanical Rough-In	8d	30-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1380	HVAC Controls Rough-In	5d	30-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1390	O/H Electrical / FA / LV Rough-In	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1400	Frame Ceilings	2d	21-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1410	Electrical / FA / LV Ceiling Rough-In	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1420	HVAC Ceiling Rough-In	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1430	Fire Sprinkler Drops to Ceilings	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		67d	27-Jan-26	14-Apr-26	
FS-1440	Insulate Walls	3d	27-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1450	Hang Drywall @ Walls & Ceilings	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1460	Tape & Finish Walls & Ceilings	8d	05-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1470	Prime & Paint Walls & Ceilings	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1480	Set Electrical Panels & Equipment	2d	20-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1490	Install Kitchen Hood	5d	20-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1500	Pull Elec Feeders	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1510	Install Tile	7d	26-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1520	Pull Elec Branch Wiring	4d	28-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

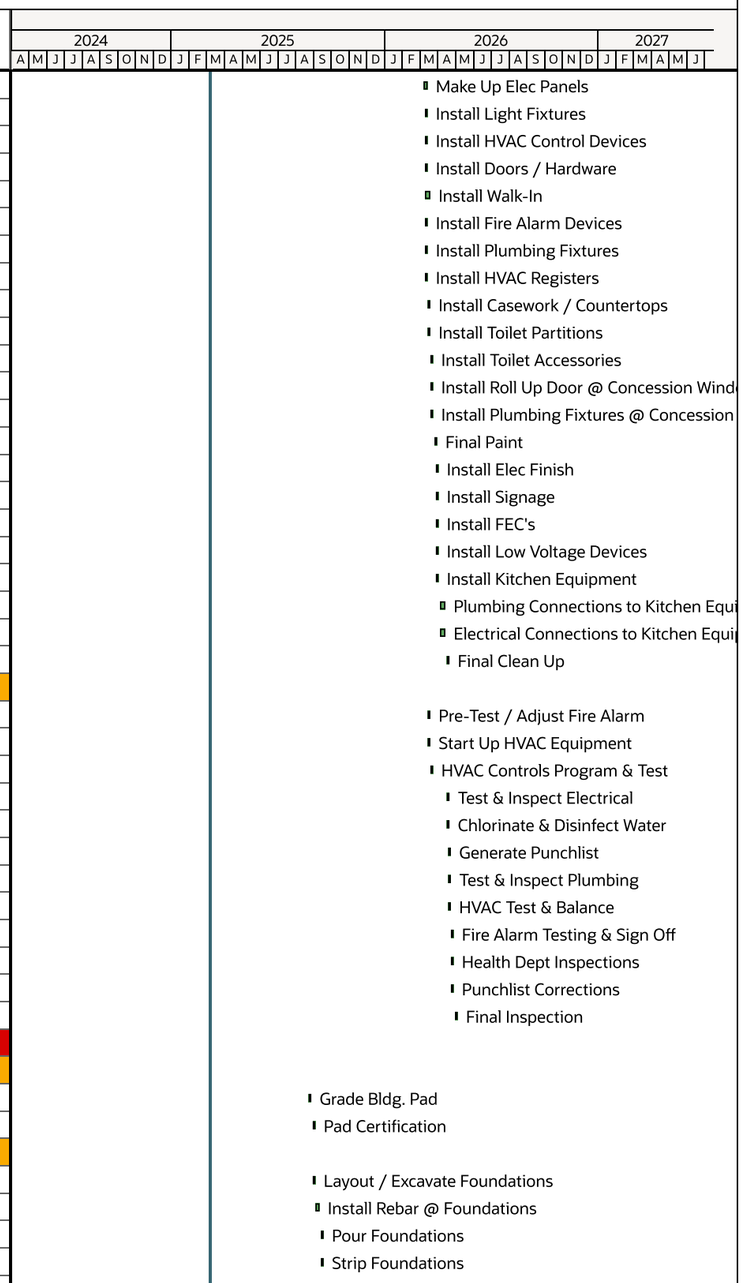


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FS-1530	Make Up Elec Panels	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1540	Install Light Fixtures	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1550	Install HVAC Control Devices	2d	06-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1560	Install Doors / Hardware	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1570	Install Walk-In	10d	06-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1590	Install Fire Alarm Devices	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1580	Install Plumbing Fixtures	5d	06-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1600	Install HVAC Registers	3d	06-Mar-26	09-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1610	Install Casework / Countertops	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1620	Install Toilet Partitions	3d	12-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1630	Install Toilet Accessories	3d	16-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1640	Install Roll Up Door @ Concession Window	3d	17-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1650	Install Plumbing Fixtures @ Concession	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1660	Final Paint	3d	23-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1670	Install Elec Finish	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1680	Install Signage	2d	26-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1690	Install FEC's	2d	26-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1700	Install Low Voltage Devices	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1710	Install Kitchen Equipment	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1720	Plumbing Connections to Kitchen Equip	10d	01-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1730	Electrical Connections to Kitchen Equip	10d	01-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1740	Final Clean Up	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		41d	11-Mar-26	27-Apr-26	
FS-1750	Pre-Test / Adjust Fire Alarm	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1760	Start Up HVAC Equipment	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1770	HVAC Controls Program & Test	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1780	Test & Inspect Electrical	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1790	Chlorinate & Disinfect Water	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1800	Generate Punchlist	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1810	Test & Inspect Plumbing	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1820	HVAC Test & Balance	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1830	Fire Alarm Testing & Sign Off	5d	21-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1840	Health Dept Inspections	2d	21-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1850	Punchlist Corrections	5d	21-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1860	Final Inspection	1d	27-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Large Maint. Building		176d	22-Aug-25	04-May-26	
Grade Bldg. Pad		5d	22-Aug-25	27-Aug-25	
LM-1000	Grade Bldg. Pad	4d	22-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1010	Pad Certification	1d	27-Aug-25	27-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		68d	28-Aug-25	05-Dec-25	
LM-1020	Layout / Excavate Foundations	3d	28-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1030	Install Rebar @ Foundations	7d	02-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1040	Pour Foundations	1d	10-Sep-25	10-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1050	Strip Foundations	1d	11-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days

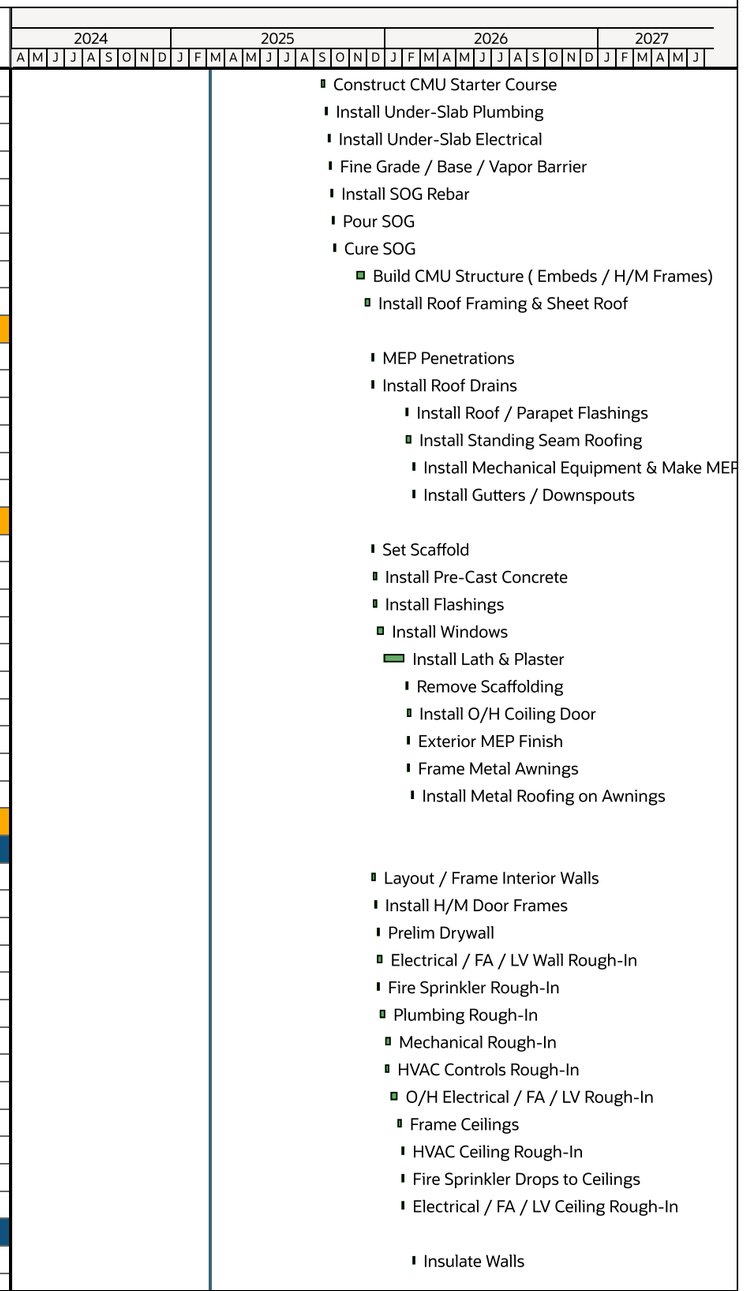


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
LM-1060	Construct CMU Starter Course	5d	12-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1070	Install Under-Slab Plumbing	3d	18-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1080	Install Under-Slab Electrical	3d	22-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1090	Fine Grade / Base / Vapor Barrier	2d	25-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1100	Install SOG Rebar	2d	27-Sep-25	29-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1110	Pour SOG	1d	30-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1120	Cure SOG	3d	01-Oct-25	03-Oct-25	7x8, no holidays - 7x8, no holidays
LM-1130	Build CMU Structure (Embeds / H/M Frames)	12d	12-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1140	Install Roof Framing & Sheet Roof	7d	26-Nov-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	06-Dec-25	19-Feb-26	
LM-1150	MEP Penetrations	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1160	Install Roof Drains	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1170	Install Roof / Parapet Flashings	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1180	Install Standing Seam Roofing	10d	03-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1190	Install Mechanical Equipment & Make MEP Connections	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1200	Install Gutters / Downspouts	3d	14-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		50d	06-Dec-25	17-Feb-26	
LM-1210	Set Scaffold	3d	06-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1220	Install Pre-Cast Concrete	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1230	Install Flashings	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1240	Install Windows	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1250	Install Lath & Plaster	30d	29-Dec-25	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1260	Remove Scaffolding	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1270	Install O/H Coiling Door	5d	06-Feb-26	12-Feb-26	5x8, with holidays - 5x8, with holidays
LM-1280	Exterior MEP Finish	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1290	Frame Metal Awnings	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1300	Install Metal Roofing on Awnings	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		115d	06-Dec-25	21-Apr-26	
Framing / MEP Rough-In		48d	06-Dec-25	02-Feb-26	
LM-1310	Layout / Frame Interior Walls	7d	06-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1320	Install H/M Door Frames	3d	11-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1330	Prelim Drywall	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1340	Electrical / FA / LV Wall Rough-In	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1350	Fire Sprinkler Rough-In	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1360	Plumbing Rough-In	8d	20-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1370	Mechanical Rough-In	8d	31-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1380	HVAC Controls Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1390	O/H Electrical / FA / LV Rough-In	10d	10-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1400	Frame Ceilings	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1410	HVAC Ceiling Rough-In	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1420	Fire Sprinkler Drops to Ceilings	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1430	Electrical / FA / LV Ceiling Rough-In	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		57d	14-Feb-26	21-Apr-26	
LM-1440	Insulate Walls	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

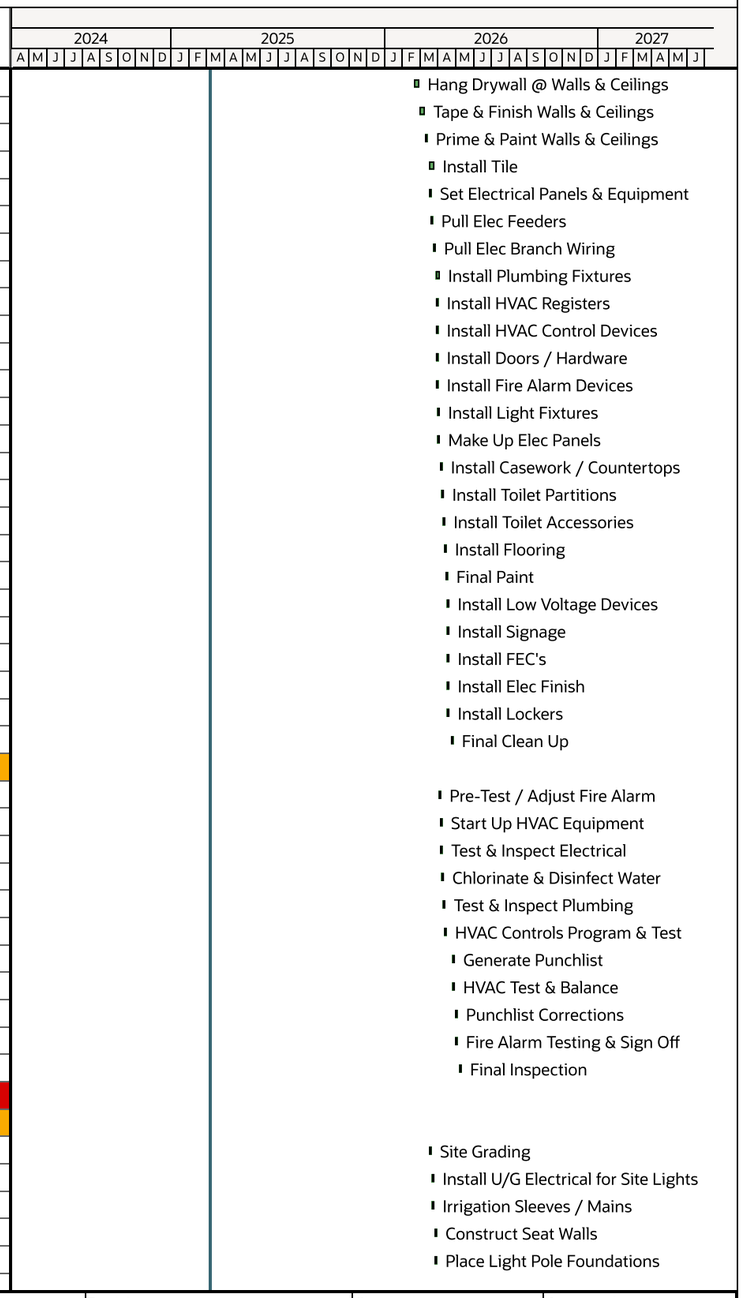


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
LM-1450	Hang Drywall @ Walls & Ceilings	8d	17-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1460	Tape & Finish Walls & Ceilings	8d	26-Feb-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1470	Prime & Paint Walls & Ceilings	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1480	Install Tile	10d	13-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1490	Set Electrical Panels & Equipment	2d	13-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1500	Pull Elec Feeders	5d	16-Mar-26	20-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1510	Pull Elec Branch Wiring	5d	21-Mar-26	26-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1520	Install Plumbing Fixtures	8d	25-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1530	Install HVAC Registers	3d	25-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1540	Install HVAC Control Devices	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1550	Install Doors / Hardware	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1560	Install Fire Alarm Devices	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1570	Install Light Fixtures	5d	27-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1580	Make Up Elec Panels	5d	27-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1590	Install Casework / Countertops	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1600	Install Toilet Partitions	2d	03-Apr-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1610	Install Toilet Accessories	2d	06-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1620	Install Flooring	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1630	Final Paint	3d	10-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1640	Install Low Voltage Devices	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1650	Install Signage	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1660	Install FEC's	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1670	Install Elec Finish	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1680	Install Lockers	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1690	Final Clean Up	2d	20-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		30d	31-Mar-26	04-May-26	
LM-1700	Pre-Test / Adjust Fire Alarm	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1710	Start Up HVAC Equipment	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1720	Test & Inspect Electrical	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1730	Chlorinate & Disinfect Water	2d	03-Apr-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1740	Test & Inspect Plumbing	5d	06-Apr-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1750	HVAC Controls Program & Test	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1760	Generate Punchlist	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1770	HVAC Test & Balance	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1780	Punchlist Corrections	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1790	Fire Alarm Testing & Sign Off	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1800	Final Inspection	1d	04-May-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Areas		99d	14-Mar-26	08-Jul-26	
Plaza Between Baseball Fields 1,2,3,4		75d	14-Mar-26	09-Jun-26	
PLZB-1000	Site Grading	3d	14-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1010	Install U/G Electrical for Site Lights	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1020	Irrigation Sleeves / Mains	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1030	Construct Seat Walls	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1040	Place Light Pole Foundations	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

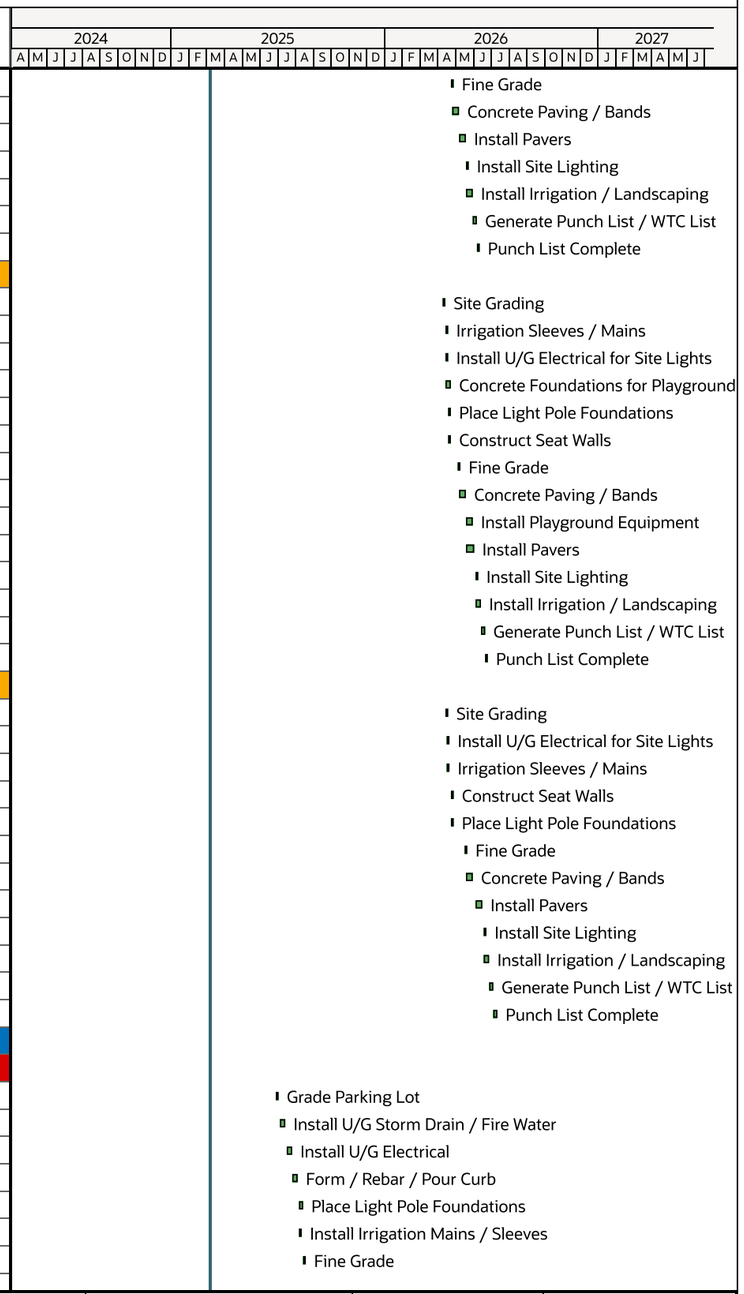


Current
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Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLZB-1050	Fine Grade	3d	20-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1060	Concrete Paving / Bands	10d	23-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1070	Install Pavers	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1080	Install Site Lighting	5d	16-May-26	21-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1090	Install Irrigation / Landscaping	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1100	Generate Punch List / WTC List	5d	29-May-26	03-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1110	Punch List Complete	5d	04-Jun-26	09-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Baseball Fields 1,4,5,6		67d	07-Apr-26	23-Jun-26	
PLZB-1120	Site Grading	3d	07-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1130	Irrigation Sleeves / Mains	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1140	Install U/G Electrical for Site Lights	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1185	Concrete Foundations for Playground Equipment	10d	10-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1150	Place Light Pole Foundations	5d	16-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1160	Construct Seat Walls	5d	16-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1170	Fine Grade	3d	01-May-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1180	Concrete Paving / Bands	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1190	Install Playground Equipment	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1200	Install Pavers	12d	16-May-26	30-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1210	Install Site Lighting	5d	01-Jun-26	05-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1220	Install Irrigation / Landscaping	10d	01-Jun-26	11-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1230	Generate Punch List / WTC List	5d	12-Jun-26	17-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1240	Punch List Complete	5d	18-Jun-26	23-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 5,6,7,8		76d	10-Apr-26	08-Jul-26	
PLZB-1250	Site Grading	3d	10-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1260	Install U/G Electrical for Site Lights	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1270	Irrigation Sleeves / Mains	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1280	Construct Seat Walls	5d	20-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1290	Place Light Pole Foundations	5d	20-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1300	Fine Grade	3d	13-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1310	Concrete Paving / Bands	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1320	Install Pavers	12d	01-Jun-26	13-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1330	Install Site Lighting	5d	15-Jun-26	19-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1340	Install Irrigation / Landscaping	10d	15-Jun-26	25-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1350	Generate Punch List / WTC List	5d	26-Jun-26	01-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1360	Punch List Complete	5d	02-Jul-26	08-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lots		246d	25-Jun-25	12-Jun-26	
Parking Lot A		56d	25-Jun-25	13-Sep-25	
PLA-1000	Grade Parking Lot	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1010	Install U/G Storm Drain / Fire Water	10d	01-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1020	Install U/G Electrical	8d	14-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1030	Form / Rebar / Pour Curb	10d	23-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1040	Place Light Pole Foundations	7d	04-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1050	Install Irrigation Mains / Sleeves	5d	04-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1060	Fine Grade	4d	12-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days

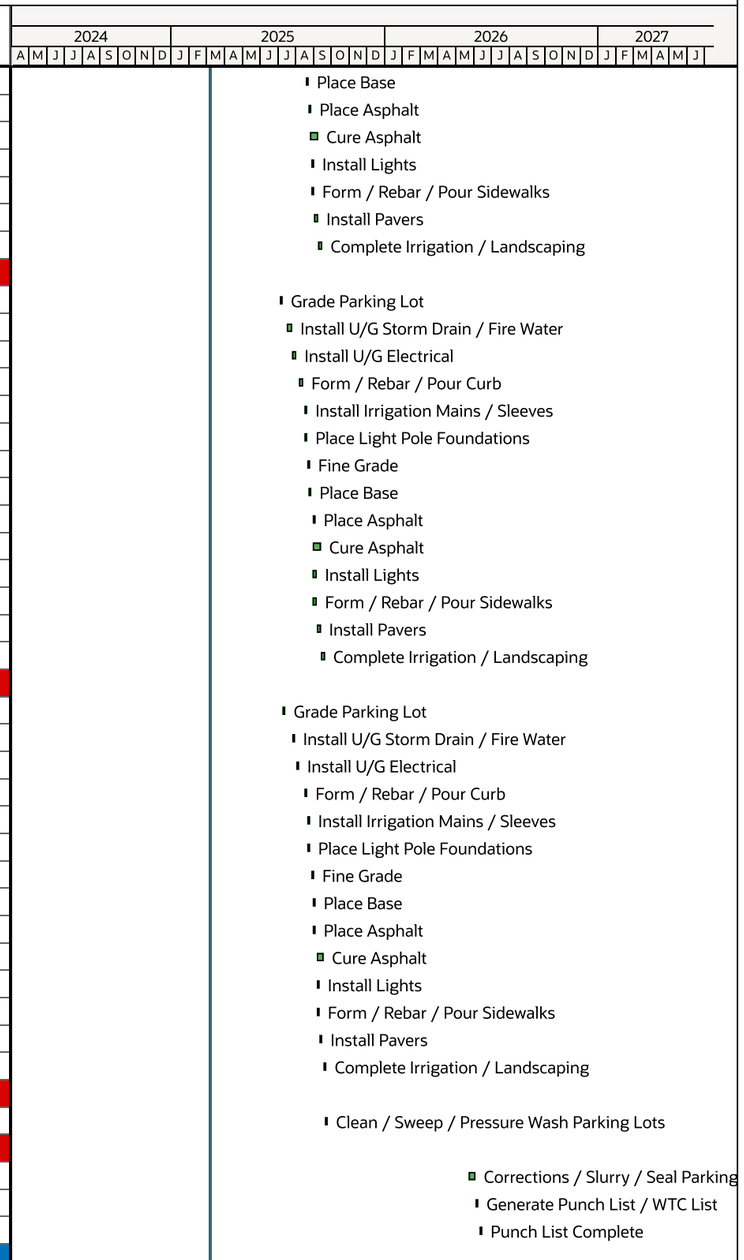


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

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ID	Name	Dur	Start	Finish	Calendar
PLA-1070	Place Base	5d	16-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1080	Place Asphalt	2d	22-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1090	Cure Asphalt	14d	24-Aug-25	06-Sep-25	7x8, no holidays - 7x8, no holidays
PLA-1100	Install Lights	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1110	Form / Rebar / Pour Sidewalks	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1120	Install Pavers	5d	30-Aug-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1130	Complete Irrigation / Landscaping	7d	06-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lot B		56d	01-Jul-25	18-Sep-25	
PLB-1000	Grade Parking Lot	4d	01-Jul-25	05-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1010	Install U/G Storm Drain / Fire Water	8d	14-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1020	Install U/G Electrical	6d	23-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1030	Form / Rebar / Pour Curb	8d	04-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1040	Install Irrigation Mains / Sleeves	4d	13-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1050	Place Light Pole Foundations	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1060	Fine Grade	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1070	Place Base	4d	22-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1080	Place Asphalt	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1090	Cure Asphalt	14d	29-Aug-25	11-Sep-25	7x8, no holidays - 7x8, no holidays
PLB-1100	Install Lights	4d	29-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1110	Form / Rebar / Pour Sidewalks	5d	29-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1120	Install Pavers	5d	05-Sep-25	10-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1130	Complete Irrigation / Landscaping	7d	11-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lot C		54d	07-Jul-25	19-Sep-25	
PLC-1000	Grade Parking Lot	3d	07-Jul-25	09-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1010	Install U/G Storm Drain / Fire Water	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1020	Install U/G Electrical	4d	30-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1030	Form / Rebar / Pour Curb	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1040	Install Irrigation Mains / Sleeves	5d	19-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1050	Place Light Pole Foundations	4d	19-Aug-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1060	Fine Grade	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1070	Place Base	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1080	Place Asphalt	3d	29-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1090	Cure Asphalt	14d	03-Sep-25	16-Sep-25	7x8, no holidays - 7x8, no holidays
PLC-1100	Install Lights	3d	03-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1110	Form / Rebar / Pour Sidewalks	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1120	Install Pavers	5d	09-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1130	Complete Irrigation / Landscaping	5d	15-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Clean Up Parking Lots		5d	17-Sep-25	22-Sep-25	
A11350	Clean / Sweep / Pressure Wash Parking Lots	5d	17-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Corrections / Slurry / Seal Parking Lots		21d	20-May-26	12-Jun-26	
PLC-1140	Corrections / Slurry / Seal Parking Lots	10d	20-May-26	01-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1370	Generate Punch List / WTC List	5d	02-Jun-26	06-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1380	Punch List Complete	5d	08-Jun-26	12-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Steel Fencing		52d	28-Mar-26	27-May-26	

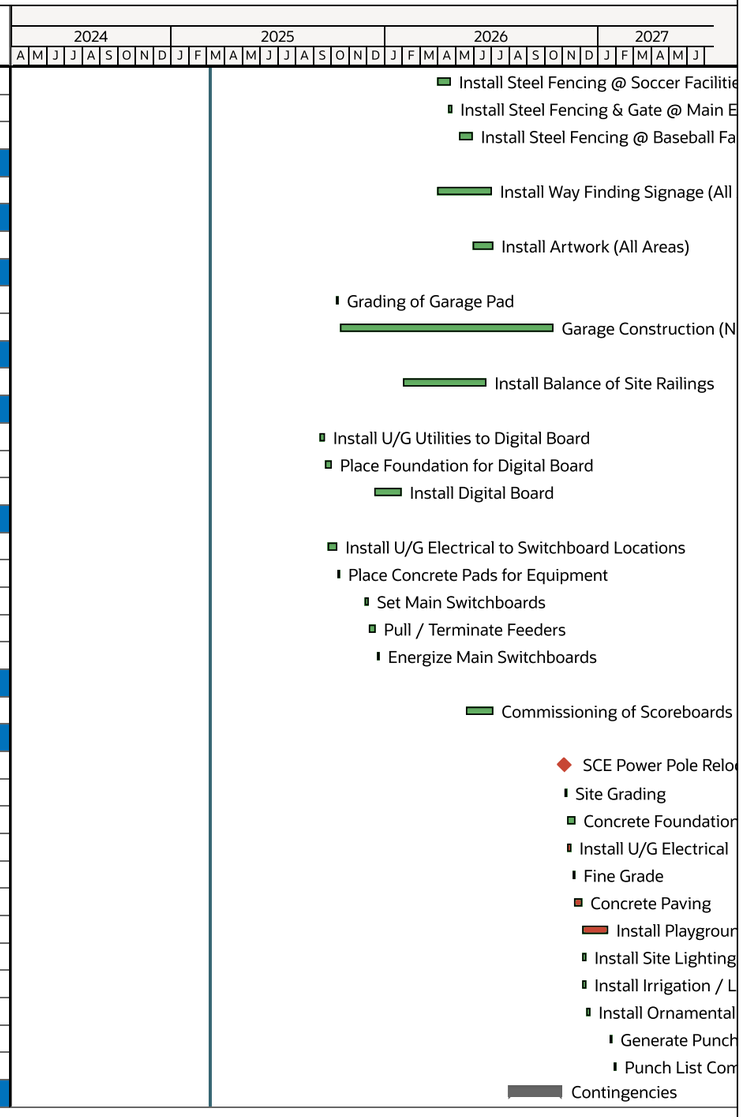


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Tilden-Coil CONSTRUCTORS
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FENC-1000	Install Steel Fencing @ Soccer Facilities	20d	28-Mar-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FENC-1010	Install Steel Fencing & Gate @ Main Entry	8d	15-Apr-26	23-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FENC-1020	Install Steel Fencing @ Baseball Facilities	20d	04-May-26	27-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Way Finding Signage (All Areas)		81d	28-Mar-26	30-Jun-26	
A11330	Install Way Finding Signage (All Areas)	80d	28-Mar-26	30-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Artwork Installation (All Areas)		30d	29-May-26	02-Jul-26	
A11340	Install Artwork (All Areas)	30d	29-May-26	02-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Garage		261d	06-Oct-25	14-Oct-26	
GAR-1000	Grading of Garage Pad	5d	06-Oct-25 C	10-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
GAR-1010	Garage Construction (NIC)	255d	13-Oct-25	14-Oct-26	5x8, with holidays - 5x8, with holidays
Site Railings		121d	31-Jan-26	20-Jun-26	
RAIL-1000	Install Balance of Site Railings	120d	31-Jan-26	20-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Digital Board		118d	08-Sep-25	28-Jan-26	
DB-1000	Install U/G Utilities to Digital Board	10d	08-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
DB-1010	Place Foundation for Digital Board	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
DB-1020	Install Digital Board	40d	11-Dec-25	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Main Switchboards		70d	22-Sep-25	15-Dec-25	
MSB-1000	Install U/G Electrical to Switchboard Locations	15d	22-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1010	Place Concrete Pads for Equipment	5d	09-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1020	Set Main Switchboards	5d	25-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1030	Pull / Terminate Feeders	10d	03-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1040	Energize Main Switchboards	1d	15-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Commissioning		41d	15-May-26	01-Jul-26	
CX-1000	Commissioning of Scoreboards / Digital Board / AV	40d	15-May-26	01-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Late Phase (After Relocation of SCE Poles)		60d	02-Nov-26	29-Jan-27	
LP-1000	SCE Power Pole Relocation	0d		02-Nov-26 C	5x8, with holidays - 5x8, with holidays
LP-1010	Site Grading	4d	02-Nov-26	05-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1025	Concrete Foundations for Playground Equipment	10d	06-Nov-26	20-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1020	Install U/G Electrical	5d	06-Nov-26	13-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1030	Fine Grade	3d	16-Nov-26	18-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1040	Concrete Paving	8d	19-Nov-26	02-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1050	Install Playground Equipment	30d	03-Dec-26	15-Jan-27	5x8, with holidays - 5x8, with holidays
LP-1060	Install Site Lighting	5d	03-Dec-26	09-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1070	Install Irrigation / Landscaping	5d	03-Dec-26	09-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1080	Install Ornamental Fencing	5d	10-Dec-26	16-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1090	Generate Punch List / WTC List	5d	18-Jan-27	22-Jan-27	5x8, with holidays - 5x8, with holidays
LP-1100	Punch List Complete	5d	25-Jan-27	29-Jan-27	5x8, with holidays - 5x8, with holidays
Contingencies		66d	27-Jul-26	27-Oct-26	



Current
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EXHIBIT "C"

COMPENSATION

NTE $9,231,833

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **KYA Services, LLC**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – General Package B

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Forty-Nine Million Nine Hundred Twenty-One**

Thousand Dollars ($49,921,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $15,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

KYA Services, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **FieldTurf USA, Inc.**, a Corporation with its principal place of business at **175 N. Industrial Blvd. NE, Calhoun, GA 30701** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **artificial turf for the Ontario Sports Empire** services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **May 20, 2025,** to **August 6, 2026**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty-Eight Million Nine Hundred Eighteen Thousand Three Hundred Ninety-Nine Dollars ($38,918,399**) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates Dan Beers, Design & Construction Director, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates Brian Yates, Regional Sales Manager, or his designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* $3,000,000 MINIMUM per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 MINIMUM per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 MINIMUM per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Contractor's Pollution Liability Coverage. Contractor shall provide pollution liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate.

6.2.4 Builder's Risk ["All Risk"]. The City shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the existing buildings where Work is being performed for the Project included within the Contract Documents. Coverage is to insure against risks of accidental direct physical loss. Contractor shall be responsible for the applicable Fifty Thousand Dollar ($50,000) deductible under the City builder's risk insurance policy for damage to work of Contractor or any Subcontractor of any tier including damage to work of other Contractors caused by Contractor or its Subcontractors.

6.2.5 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.6 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In

addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining

to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. Since 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 Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. 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.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Vendor caused delay and shall not be compensable by the City. Vendor 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 Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

FieldTurf USA, Inc.,
175 N. Industrial Blvd., NE,
Calhoun, GA 30701

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Dan Beers, Design & Construction

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

12.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor 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 Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

12.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND FIELDTURF USA, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

FIELDTURF USA, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"

SCOPE OF SERVICES

PLEASE SEE ATTACHED

CITY OF ONTARIO – ONTARIO SPORTS EMPIRE

April 30, 2025

FieldTurf USA Inc. is pleased to present the following proposal to the City of Ontario for the Ontario Sports Empire Project. FieldTurf pricing is based on the current **FieldTurf CMAS Contract (4-06-78-0031A).**

Click the follow CMAS hyperlink for CMAS due diligence documentation: CMAS Contract: 4-06-78-0031A

DESCRIPTION	QTY	UNIT	UNIT COST	PRICE
MOBILIZATION				**$1,782,216.71**
General Conditions	1.00	LS	$1,715,298.15	$1,715,298.15
Mobilization	1.00	LS	$66,918.56	$66,918.56
UPPER SOCCER FIELDS 5-12				**$10,069,863.74**
Lump Sum Civil Pricing	1.00	LS	$4,827,333.93	$4,827,333.93
Construction Access (Curb Protection)	8.00	EA		Included
Finish Grade Subgrade-Synthetic Fields	81,700.00	SY		Included
Flat Drain, 1"x12"	9,445.00	LF		Included
Perf Collector, 6"	1,870.00	LF		Included
Perf Collector,8"	1,755.00	LF		Included
Perf Collector 12"	2,785.00	LF		Included
Nyoplast In-Line Drain Basin- 12"	16.00	EA		Included
Nyoplast Catch Basin- 18"	16.00	EA		Included
Soil Separation Fabric- 140N	735,360.00	SF		Included
Permeable Base course, 4"	15,000.00	TON		Included
Permeable Top Course, 2"	10,370.00	TON		Included
Base and Drainage- Landscape Areas	47,645.00	SF		Included
Nailer Plastic 2x4"	10,500.00	LF		Included
Lump Sum Synthetic Turf Pricing	1.00	LS	$5,242,529.81	$5,242,529.81
Synthetic Turf -2.25" Vertex Core with Coolplay				Included
Synthetic Turf -1.6" Landscape Turf with Sand and Coolplay				Included
SOCCER/FOOTBALL FIELDS 1-4				**$5,455,477.99**
Lump Sum Civil Pricing	1.00	LS	$2,605,979.80	$2,605,979.80
Construction Access (Curb Protection)	2.00	EA		Included
Finish Grade Subgrade-Synthetic Fields	44,850.00	SY		Included
Flat Drain, 1"x12"	5,230.00	LF		Included
Perf Collector,8"	1,890.00	LF		Included
Perf Collector, 12"	1,610.00	LF		Included
Nyoplast Catch Basin- 18"	12.00	EA		Included
Soil Separation Fabric- 140N	403,750.00	SF		Included
Permeable Base course, 4"	8,240.00	TON		Included
Permeable Top Course, 2"	5,700.00	TON		Included
Base and Drainage- Landscape Areas	4,020.00	SF		Included
Nailer Plastic 2x4"	3,630.00	LF		Included
Football Goal Posts	8.00	EA		Included
Lump Sum Synthetic Turf Pricing	1.00	LS	$2,849,498.19	$2,849,498.19
Synthetic Turf -2.5" Vertex Core with Coolplay				Included
Synthetic Turf -1.6" Landscape Turf with Sand and Coolplay				Included

MULTI-USE BASEBALL FIELDS 2,3,4,6,7,8				**$11,954,501.40**
Lump Sum Civil Pricing	1.00	LS	$6,019,124.25	$6,019,124.25
Construction Access (Curb Protection)	6.00	EA		Included
Finish Grade Subgrade-Synthetic Fields	82,100.00	SY		Included
Flat Drain, 1"x12"	23,210.00	LF		Included
Perf Collector,8"	4,235.00	LF		Included
Perf Collector 12"	3,675.00	LF		Included
Nyoplast Catch Basin- 18"	24.00	EA		Included
Soil Separation Fabric- 140N	738,900.00	SF		Included
Permeable Base course, 4"	15,075.00	TON		Included
Permeable Top Course, 2"	10,420.00	TON		Included
Base and Drainage- Bullpens	17,700.00	SF		Included
Nailer Plastic 2x4"	12,120.00	SF		Included
Alum Turf Cool Box	36.00	EA		Included
Baseball/Softball Home Plate Areas	18.00	EA		Included
Bases & Plates (Multi-Use)	1.00	LS		Included
Lump Sum Synthetic Turf Pricing	1.00	LS	$5,935,377.15	$5,935,377.15
Synthetic Turf -2.25" Vertex Core with Coolplay				Included
Synthetic Turf -1.75." Vertex Core with Coolplay- Warning Tracks				Included
Synthetic Turf -1.6" Bullpen Turf with Sand and Coolplay				Included
CHAMPIONSHIP BASEBALL FIELDS 1 & 5				**$3,778,342.81**
Lump Sum Civil Pricing	1.00	LS	$2,031,688.67	$2,031,688.67
Construction Access (Curb Protection)	2.00	EA		Included
Finish Grade Subgrade-Synthetic Fields	29,700.00	SY		Included
Flat Drain, 1"x12"	8,470.00	LF		Included
Perf Collector,6"	655.00	LF		Included
Perf Collector,8"	1,495.00	LF		Included
Perf Collector 12"	1,285.00	LF		Included
Nyoplast Catch Basin- 18"	12.00	EA		Included
Soil Separation Fabric- 140N	267,000.00	SF		Included
Permeable Base course, 4"	5,450.00	TON		Included
Permeable Top Course, 2"	3,765.00	TON		Included
Base and Drainage- Bullpens	2,960.00	SF		Included
Nailer Plastic 2x4"	3,490.00	SF		Included
Alum Turf Cool Box	4.00	EA		Included
Baseball/Softball Home Plate Areas	2.00	EA		Included
Bases & Plates (Multi-Use)	1.00	LS		Included
Lump Sum Synthetic Turf Pricing	1.00	LS	$1,746,654.14	$1,746,654.14
Synthetic Turf -2.25" Vertex Core with Coolplay				Included
Synthetic Turf -1.75" XTw/Sand- Warning Tracks				Included
Synthetic Turf -1.6" Bullpen Turf with Sand				Included
FAMILY ACTIVITY AREAS				**$877,196.16**
Lump Sum Civil Pricing	1.00	LS	$549,537.92	$549,537.92
Base and Drainage- Landscape Areas	45,005.00	SF		Included
Lump Sum Synthetic Turf Pricing	1.00	LS	$327,658.24	$327,658.24
Synthetic Turf -1.6" Landscape Turf with Sand and Coolplay				Included
BATTING CAGES				**$231,700.98**
22,680 SF-Fieldturf Fit Turf with 5mm pad	1.00	LS	$181,052.20	$181,052.20
3792 LF-4" Synthetic Turf Transition Threshold	1.00	LS	$50,648.78	$50,648.78

SUBTOTAL	**$34,149,299.78**
Performance and Payment Bonds	**$341,493.00**
Total Base Bid Proposal FEE	**$34,490,792.78**

ADDITIVE ALTERNATES-THE PERFECT MOUNDS				**$476,249.29**
(8)Portable Game Mounds 10" TPM Adult Game Mound SFC	1.00	LS	$147,964.68	$147,964.68
(14) Portable Game Mounds 6" TPM Youth Game Mound SFC	1.00	LS	$90,395.32	$90,395.32
(18) 3 Piece Bullpen mounds	1.00	LS	$215,067.24	$215,067.24
Shipping	1.00	LS	$22,822.05	$22,822.05
ADDITIVE ALTERNATES-PORTOLITE MOUNDS				**$186,068.06**
(28) 8"-1 piece Portolite Bullpen Mounds	1.00	LS	$116,300.55	$116,300.55
(14) Softball Game lane Portolite Pro Spiked Game Mat	1.00	LS	$28,794.53	$28,794.53
(28) Softball Bullpen Lanes Portolite Signature practice mat with spikes	1.00	LS	$33,932.75	$33,932.75
Shipping	1.00	LS	$7,040.22	$7,040.22
ADDITIVE ALTERNATES - EASY CHANGE RACKS				**$65,490.42**
Easy Change Storage Racks for 2 Containers (Allowance)	2.00	EA	$16,372.61	$32,745.21
Attic Stock Storage Racks for 2 container (Allowance)	2.00	EA	$16,372.61	$32,745.21
ADDITIVE ALTERNATES - FIELDTURF MAINTENANCE EQUIPMENT				**$20,270.70**
Maintenance Equipment (Groom right)	2.00	EA	$6,868.00	$13,736.00
Maintenance Equipment (Field Sweep)	2.00	EA	$3,267.35	$6,534.70
ADDITIVE ALTERNATES - SMG MAINTENANCE EQUIPMENT				**$109,177.13**
SMG SportChamp SC3D4 HL	1.00	EA	$78,926.39	$78,926.39
SMG Levelling Brush Device	1.00	EA	$1,898.09	$1,898.09
SMG Rotating Brush device SC3	1.00	EA	$19,809.25	$19,809.25
SMG Decompacting Device SC1.32	1.00	EA	$4,894.52	$4,894.52
SMG Brush (2 units	1.00	EA	$1,578.23	$1,578.23
SMG Freight	1.00	EA	$2,070.65	$2,070.65
10% ALLOWANCE				**$3,570,350.00**
10% Owner Allowance	1.00	EA	$3,570,350.00	$3,570,350.00

TOTAL PROJECT COST WITH ALL ALTERNATES AND ALLOWANCES				
Total Base Bid Proposal Fee	1.00	LS	$34,490,792.78	$34,490,792.78
Add Alt- Perfect Mounds	1.00	LS	$476,249.29	$476,249.29
Add Alt- Portolite Mounds/ Pitching Lanes	1.00	LS	$186,068.06	$186,068.06
Add Alt- Easy Change Racks	1.00	LS	$65,490.42	$65,490.42
Add Alt- Fieldturf Maint Equipment	1.00	LS	$20,270.70	$20,270.70
Add Alt- SMG Equipment	1.00	LS	$109,177.13	$109,177.13
Add Alt- 10% Allowance	1.00	LS	$3,570,350.00	$3,570,350.00
			Total Base Bid Proposal	**$38,918,398.39**

CMAS PRICING PROPOSAL

FieldTurf California License 849044 DIR LICENSE # 1000004625

FieldTurf
A Tarkett Sports Company

PRODUCT DETAILS:

FieldTurf, the worldwide leader in artificial turf, is pleased to offer our FieldTurf systems, with the following product characteristics:

CHAMPIONSHIP BASEBALL FIELDS 1 & 5

DOUBLEPLAY FAST CLAY (CLAY AREAS)

- **Pile Height:** 1.6 Inches
- **Infill Weight:** 3.5 lbs angular sand & 1.5 lbs PureSelect Olive per sq. ft.
- **Pile Weight:** 50 oz/yd^2
- **Total System Weight:** 798 oz/yd^2

DOULEPLAY NATURAL GRASS (GRASS AREAS)

- **Pile Height:** 2 Inches
- **Infill Weight:** 3.65 lbs sand, 2 lbs Ambient rubber & 0.6 lbs CoolPlay per sq. ft.
- **Pile Weight:** 39 oz/yd^2
- **Total System Weight:** 962 oz/yd^2

DOUBLE PLAY FAST CLAY 1.75” (WARNING TRACK AREAS)

- **Pile Height:** 1.75 Inches
- **Infill Weight:** 8 lbs sand per sq.ft.
- **Pile Weight:** 42 oz/yd^2
- **Total System Weight:** 1304 oz/yd^2

VINTAGE 40 (BULLPENS)

- **Pile Height:** 1.6 Inches
- **Infill Weight:** 8lbs sand per sq ft & 0.6 lbs Cooplay per sq ft.
- **Pile Weight:** 50 oz/yd^2
- **Total System Weight:** 1316 oz/yd^2

FOOTBALL/SOCCER FIELDS 1-4

VERTEX CORE 2.5” (FULL FIELDS)

- **Pile Height:** 2.5 Inches
- **Infill Weight:** 6.2 lbs sand, 2.4 lbs Cryogenic Rubber & 0.6 lbs. CoolPlay per sq. ft.
- **Pile Weight:** 47 oz/yd^2
- **Total System Weight:** 1393 oz/yd^2

VINTAGE 40 (LANDSCAPE AREAS)

- **Pile Height:** 1.6 Inches
- **Infill Weight:** 8 lbs sand & .6 lbs CoolPlay per sq. ft.
- **Pile Weight:** 50 oz/yd^2
- **Total System Weight:** 1316 oz/yd^2

UPPER SOCCER FIELDS 5-12 & BB/SB MULTIPURPOSE FIELDS 2,3,4,6,7,8

VERTEX CORE 2.25" (FULL FIELDS)

- **Pile Height:** 2.25 Inches
- **Infill Weight:** 6.2 lbs sand,1.6 lbs Cryogenic Rubber & 0.6 lbs. CoolPlay per sq. ft.
- **Pile Weight:** 43 oz/yd^2
- **Total System Weight:** 1274 oz/yd^2

VINTAGE 40 (BULLPENS & LANDSCAPE AREAS)

- **Pile Height:** 1.6 Inches
- **Infill Weight:** 8 lbs sand & .6 lbs CoolPlay per sq. ft.
- **Pile Weight:** 50 oz/yd^2
- **Total System Weight:** 1316 oz/yd^2

XT 1.75" (WARNING TRACK AREAS)

- **Pile Height:** 1.75 Inches
- **Infill Weight:** 8 lbs sand and .6 lbs CoolPlay per sq.ft.
- **Pile Weight:** 42 oz/yd^2
- **Total System Weight:** 1304 oz/yd^2

FAMILY REC AREAS

VINTAGE 40

- **Pile Height:** 1.6 Inches
- **Infill Weight:** 8 lbs sand & 0.6lbs CoolPlay per sq.ft.
- **Pile Weight:** 50 oz/yd2
- **Total System Weight:** 1316 oz/yd2

BATTING CAGES

FITTURF

- **Pile Height:** 0.75 Inches
- **Infill Weight:** N/A
- **Pile Weight:** 40 oz/yd^2
- **Total System Weight:** 128 oz/yd^2
- **Pad Backing Thickness:** 5 mm

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

a) This proposal is contingent on confirmation of a mutually agreed upon schedule
   a. Pricing base on schedule provided on 3/18/25
      i. Start Date July 10th 2025
      ii. End date July 25th 2026

b) Based on 6/10's work week (special shifts, double shifts not included)

c) Fieldturf will not mobilize on-site and start work until the subgrade has been approved and 100% available to us, without interference from other activities.

d) Assumes a continuous work schedule without interruption form other trades

e) Fieldturf will have a full time superintendent on site through Ohno Construction.

f) Fieldturf will not be responsible for field subgrades until subgrades have been approved and accepted by owners representative and Fieldturf.
   a. Field subgrades to be reviewed/accepted based on Fieldturf's schedule and availability.
   b. Subgrade to be +/- 1/2" by others. Each field's subgrade to balance within the field's limits (import or export of soils to meet subgrade not included)

g) Includes finish grading accepted subgrades to the proper tolerances, including scarification of 6" max depth.

h) Includes 1 Mobilization for the entire scope. Re-mob would be an additional cost.

i) All perimeter concrete edging shall be installed prior to mobilization of each individual field.
   a. Includes protection of field edgeband concrete curbs. Any other site concrete flatwork we will need to cross to access our fields will need to be protected by others.

j) Fencing for batting cages and bullpens shall have a minimum of 20' openings for Fieldturf to access for civil work and synthetic turf installations. The batting cage netting also need to either be hung up off the ground for installation or installed after our turf is installed. Once the synthetic turf is completed the fencing contractor can install the remainder of the fencing and netting.

k) Pricing for civil scope components (Subgrade scarification, finish grading, perimeter subdrains, flat drains, nyoplast basins, geotextile fabric, 6"-2 stone permeable base system, 6" permeable base system for bullpens, plastic nailer boards, hillsides and family activity areas, Installation of quick coupler and ss boxes, connection of Nyoplast basin to SD pipe installed 5' inside our field)

based on FT drainage & material plans dated 2/25/25. All LF, SF and units provided above in costing.

l) Site utility contractor to bring storm drainage 5' inside of field edge. All other site utilities by others

m) Includes quick couplers and aluminum. boxes per plans and specs. (Irrigation mainline to be stubbed into the field 5'. Shutoff valves by others)

n) Includes surveying of the Subdrain top of pipe for as-built locations. Does not include location of flat drains.

o) Includes in-ground athletic furnishings per spec section 32 11 16.17 (Football goal posts, Bases & Plates, including footings)

p) Includes Home Plate/Batters Box areas per plans and updated detail sheet (dated 3/20/25) for Fieldturf Easy Change system.

q) Includes finish grading accepted subgrades to the proper tolerances, including scarification of 6" max depth.

r) Includes soil separation fabric (Mirafi 140n or similar) over subgrade and in trenches.

s) Installation of the artificial in-filled grass surface upon a suitable base.

t) Inlaid Sports Markings as follows:

a. **Football/Soccer Fields:** 2 sets of Football tick marks and 2 sets of Soccer tick marks.
b. **Upper Soccer Fields:** 1 set of Soccer tick marks, 2 sets of Mini Soccer tick marks and 1 set of Boy's Lacrosse tick marks.
c. **BB/SB Multiuse Fields:** 1 set of Baseball markings, 1 set of Softball markings, 1 set of Soccer tick marks and 1 set of Boy's Lacrosse tick marks.
d. **Championship Baseball Fields:** 1 set of Baseball markings.

u) 20 sets of Baseball and Softball EasyChange Home Plate Kits

a. 21 SB Left-Handed Batters Box
b. 21 SB Right-Handed Batters Box
c. 21 BB Left-Handed Batters Box
d. 21 BB Right-handed Batters Box
e. 30 BB Catchers Box's
f. An Extra 20 Sets of Baseball (1 Set Includes right and left batters box), 20 Sets of Softball, and 10 catchers easy change areas are priced in for the City to order and have delivered when needed throughout the warranty period.

v) Attic Stock: up to 18,000 sf of repair turf. Approximately 4 rolls (6,000 sf) to ship with fields; remainder to be manufactured and shipped as needed through warranty period.

w) 1 GMAX test per field at installation.

x) Field Inspections of entire complex every 60 days.

y) Transition Strips (at Batting Cages only, 3,792 LF).

z) A 10-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface

aa) Prevailing wages.

bb) Performance & Payment Bonds.

cc) Taxes

dd) **Alternate Unit Cost: Mounds and Pitching lanes**

a. Eight (8) TPM Portable 10" Game mounds
b. Fourteen (14) TPM Portable 6" Youth Game mounds
c. Eighteen (18) 3 piece bullpen mounds
d. Twenty Eight (28) 1 piece 8" Portolite bullpen mounds.
e. Fourteen (14) Portolite Softball Game pitching lane Pro spiked
f. Twenty Eight (28) Portolite Bullpen Signature practice mat

ee) **Alternate Unit Costs: Easy Change and Attic Stock Racks**

a. We have included racking systems for the easy change and attic stock for Three (3)-40' shipping containers. Shipping containers are not included in our bid.

ff) **Alternate Unit Cost: Fieldturf Maintenance equipment**

a. Two (2) Fieldturf Maintenance Groom Right
b. Two (2) Fieldturf Maintenance equipment Field Sweep

gg) **Alternate Unit Cost: SMG Maintenance equipment**

a. SMG Sport Champ SC3D4 HL
b. SMG Leveling Brush
c. SMG Rotating Brush device
d. SMG Decompaction device
e. SMG bush, 2 units

hh) **Alternate Unit Cost: 10% Owners Allowance**

a. Scope of work to be determined and approved with written approval by owner.

PRICE DOES NOT INCLUDE:

a) This proposal does not include builders' risk or any other types or levels of insurance by the contractor not in current policy
b) This proposal does not include warranties or bonds over 1 year for Civil Work
c) This proposal is contingent on confirmation of a mutually agreed upon schedule
    a. Pricing base on schedule provided on 3/18/25
d) Pricing based on FT drainage & material plans dated 2/25/25
e) Survey/Conformance Survey by others
f) SWPPP/BMPs, NOI's by others
g) Site Access, Staging & Temporary Fencing by others
h) Demolition, Grading, Compaction of rough subgrade by others
i) Off haul or disposal of hazardous waste found during trenching
j) Compaction testing by others.
k) Drainage testing by others
l) Fieldturf will not be responsible for subgrade failures due to poor soil conditions.
m) Watering/Dust Control of the dirt subgrades prior to Fieldturf's acceptance of subgrade is to be done by others (Watering/Dust Control outside of our scope excluded at all times)
n) Dewatering by others
o) Site utility contractor to bring storm drainage 5' inside of field edge. All other site utilities by others
p) No work from other trades shall be performed on any field's finished surfaces without prior approval from Ohno
q) All costs to repair approved subgrades or finished surfaces disturbed from weather events and other activities by other trades to be paid for by the responsible party.
r) All concrete curbing/edges by others
s) Protection of concrete flatwork and sidewalks installed in construction access to field to be done by others.
t) Soccer goals, corner flags, padding, hitting mats, L screens and all other athletic equip by others.
u) Storage containers for easy change and attic stock turf rolls not included.
v) Play equipment & all site furnishings by others
w) The supply, replacement, installation and/or modification of the field edging.
x) Any costs associated with necessary changes relating to the delineation of the field.
y) Unless otherwise specified, the price does not include any G-max testing.

z) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders and will become an extra charge over and above the offered price.

aa) The design and implementation of a storm water pollution prevention plan.

bb) Site security.

cc) Silt fencing and any other fencing.

dd) Boring for utilities.

ee) Any electrical work.

ff) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.

gg) Asphalt paving.

hh) Installation of manholes, junction boxes, gabions, concrete rip rap, storm drainage not related to the field construction, grate inlets and reinforced concrete pipe.

ii) Design services and construction documentation, including, but not limited to, conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as built drawings.

jj) Repair or resurfacing asphalt parking lot if damaged by truck traffic.

kk) Permit fees, Inspection fees.

ll) Maintenance Equipment

mm) Field markings on the Family Activity Areas or Batting cages

nn) Anything not explicitly noted in the inclusions

oo) **Standard Exclusions:** Permits, Allowances, Contingencies, Design, Engineering, Inspections, Testing, LEED Requirements & Fees, LID, Requirements & Fees, Utility Locate, Unsuitable Soil Conditions, CDF/Slurry Backfill, Cement Treated Soils/Base, Hazardous & Contaminated Materials, Burrowing Owl mitigation.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

Dino Di Maulo
Project Manager
(514) 375-2577
Dino.dimaulo@fieldturf.com

Tim Coury
Regional Vice President
(760) 310-2139
tcfieldturf@gmail.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per: _____
Eddy Schmitt, President & CEO, Tarkett Sports

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

Smart Buy PURCHASING PROGRAM FIELDTURF • BEYNON

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area for each field. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

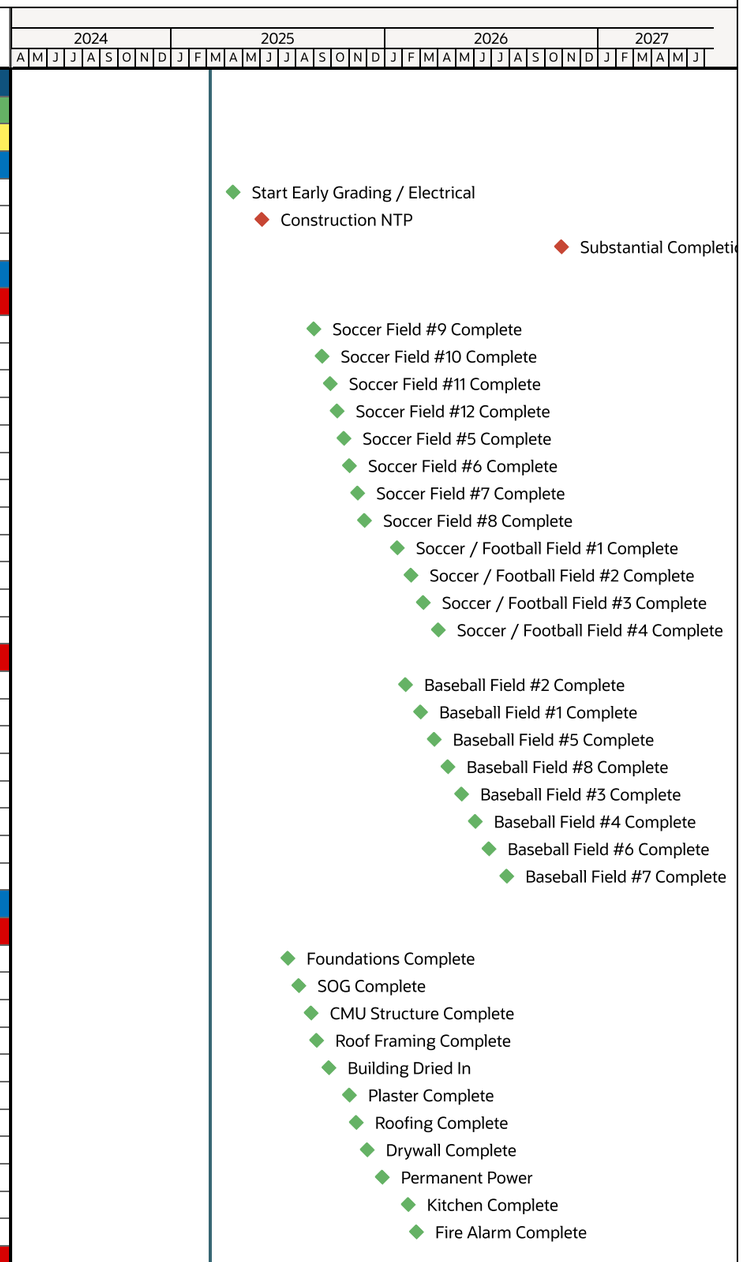
j) All colors are to be chosen from FieldTurf's standard colors.

EXHIBIT "B"

SCHEDULE OF SERVICES

PLEASE SEE ATTACHED

ID	Name	Dur	Start	Finish	Calendar
Ontario Stadium & Sports Complex - Construction Schedule - Feb 2025 UD		486d	17-Feb-25 A	29-Jan-27	
Sports Complex		486d	17-Feb-25 A	29-Jan-27	
Milestones		393d	14-Apr-25	27-Oct-26	
General Milestones		393d	14-Apr-25	27-Oct-26	
A11360	Start Early Grading / Electrical	0d	14-Apr-25 C		5x8, with holidays - 5x8, with holidays
SC-MS-100	Construction NTP	0d	02-Jun-25 C		5x8, with holidays - 5x8, with holidays
SC-MS-110	Substantial Completion of Sports Complex	0d		27-Oct-26 C	5x8, with holidays - 5x8, with holidays
Field Milestones		329d	30-Aug-25	25-Jul-26	
Soccer / Football Fields		212d	30-Aug-25	30-Mar-26	
A9760	Soccer Field #9 Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A11110	Soccer Field #10 Complete	0d		12-Sep-25	7x8, no holidays - 7x8, no holidays
A11120	Soccer Field #11 Complete	0d		26-Sep-25	7x8, no holidays - 7x8, no holidays
A11130	Soccer Field #12 Complete	0d		08-Oct-25	7x8, no holidays - 7x8, no holidays
A11140	Soccer Field #5 Complete	0d		20-Oct-25	7x8, no holidays - 7x8, no holidays
A11150	Soccer Field #6 Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A11170	Soccer Field #7 Complete	0d		13-Nov-25	7x8, no holidays - 7x8, no holidays
A11160	Soccer Field #8 Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A11180	Soccer / Football Field #1 Complete	0d		20-Jan-26	7x8, no holidays - 7x8, no holidays
A11190	Soccer / Football Field #2 Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11200	Soccer / Football Field #3 Complete	0d		05-Mar-26	7x8, no holidays - 7x8, no holidays
A11210	Soccer / Football Field #4 Complete	0d		30-Mar-26	7x8, no holidays - 7x8, no holidays
Baseball Fields		171d	04-Feb-26	25-Jul-26	
A11220	Baseball Field #2 Complete	0d		04-Feb-26	7x8, no holidays - 7x8, no holidays
A11230	Baseball Field #1 Complete	0d		27-Feb-26	7x8, no holidays - 7x8, no holidays
A11240	Baseball Field #5 Complete	0d		23-Mar-26	7x8, no holidays - 7x8, no holidays
A11250	Baseball Field #8 Complete	0d		15-Apr-26	7x8, no holidays - 7x8, no holidays
A11260	Baseball Field #3 Complete	0d		08-May-26	7x8, no holidays - 7x8, no holidays
A11270	Baseball Field #4 Complete	0d		02-Jun-26	7x8, no holidays - 7x8, no holidays
A11280	Baseball Field #6 Complete	0d		25-Jun-26	7x8, no holidays - 7x8, no holidays
A11290	Baseball Field #7 Complete	0d		25-Jul-26	7x8, no holidays - 7x8, no holidays
Building Milestones		302d	15-Jul-25	13-May-26	
Building B Soccer Plaza West		221d	15-Jul-25	21-Feb-26	
A10090	Foundations Complete	0d		15-Jul-25	7x8, no holidays - 7x8, no holidays
A9900	SOG Complete	0d		04-Aug-25	7x8, no holidays - 7x8, no holidays
A9890	CMU Structure Complete	0d		25-Aug-25	7x8, no holidays - 7x8, no holidays
A9910	Roof Framing Complete	0d		03-Sep-25	7x8, no holidays - 7x8, no holidays
A9980	Building Dried In	0d		24-Sep-25	7x8, no holidays - 7x8, no holidays
A9920	Plaster Complete	0d		29-Oct-25	7x8, no holidays - 7x8, no holidays
A9930	Roofing Complete	0d		10-Nov-25	7x8, no holidays - 7x8, no holidays
A9940	Drywall Complete	0d		29-Nov-25	7x8, no holidays - 7x8, no holidays
A9950	Permanent Power	0d		26-Dec-25	7x8, no holidays - 7x8, no holidays
A9960	Kitchen Complete	0d		07-Feb-26	7x8, no holidays - 7x8, no holidays
A9970	Fire Alarm Complete	0d		21-Feb-26	7x8, no holidays - 7x8, no holidays
Building B Soccer Plaza East		220d	21-Jul-25	26-Feb-26	

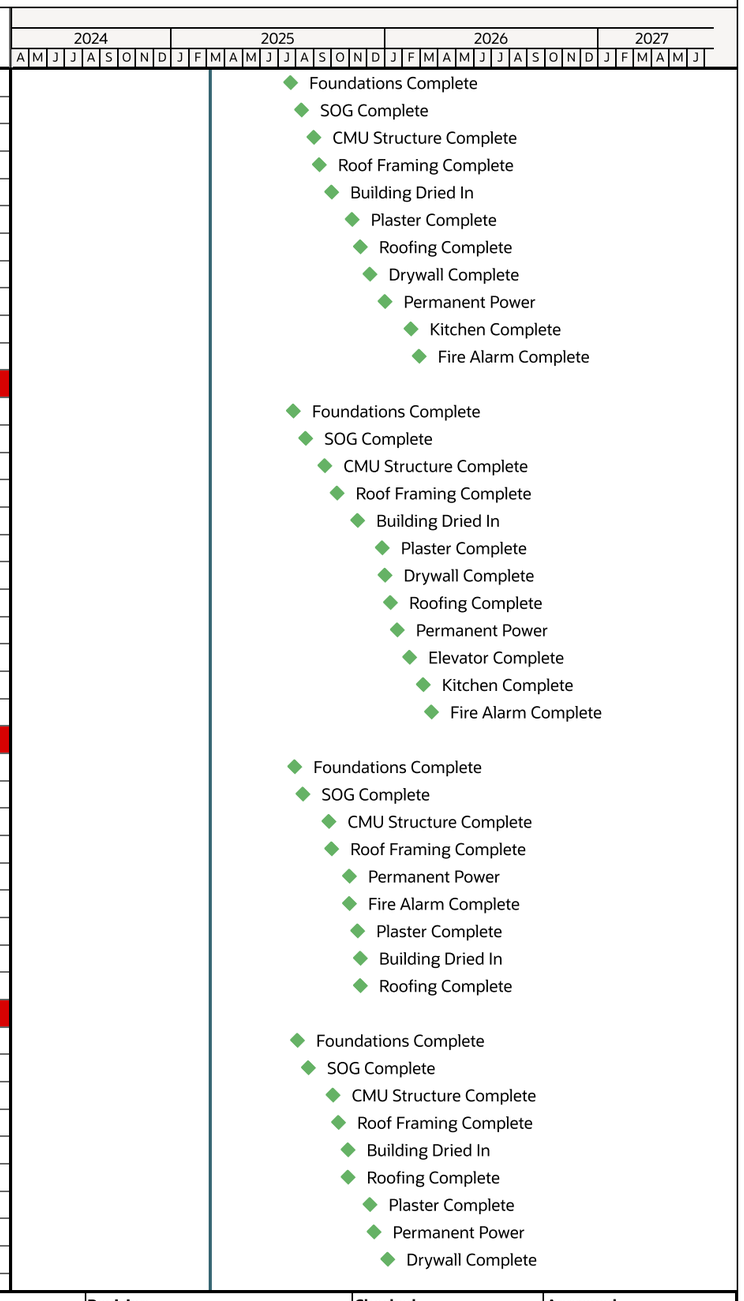


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
A10100	Foundations Complete	0d		21-Jul-25	7x8, no holidays - 7x8, no holidays
A10000	SOG Complete	0d		09-Aug-25	7x8, no holidays - 7x8, no holidays
A9990	CMU Structure Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10010	Roof Framing Complete	0d		09-Sep-25	7x8, no holidays - 7x8, no holidays
A10080	Building Dried In	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A10020	Plaster Complete	0d		04-Nov-25	7x8, no holidays - 7x8, no holidays
A10030	Roofing Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10040	Drywall Complete	0d		04-Dec-25	7x8, no holidays - 7x8, no holidays
A10050	Permanent Power	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A10060	Kitchen Complete	0d		12-Feb-26	7x8, no holidays - 7x8, no holidays
A10070	Fire Alarm Complete	0d		26-Feb-26	7x8, no holidays - 7x8, no holidays
Building A Soccer Plaza		235d	26-Jul-25	18-Mar-26	
A9770	Foundations Complete	0d		26-Jul-25	7x8, no holidays - 7x8, no holidays
A9790	SOG Complete	0d		15-Aug-25	7x8, no holidays - 7x8, no holidays
A9780	CMU Structure Complete	0d		18-Sep-25	7x8, no holidays - 7x8, no holidays
A9800	Roof Framing Complete	0d		09-Oct-25	7x8, no holidays - 7x8, no holidays
A9880	Building Dried In	0d		12-Nov-25	7x8, no holidays - 7x8, no holidays
A9810	Plaster Complete	0d		26-Dec-25	7x8, no holidays - 7x8, no holidays
A9830	Drywall Complete	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A9820	Roofing Complete	0d		08-Jan-26	7x8, no holidays - 7x8, no holidays
A9840	Permanent Power	0d		20-Jan-26	7x8, no holidays - 7x8, no holidays
A9860	Elevator Complete	0d		11-Feb-26	7x8, no holidays - 7x8, no holidays
A9850	Kitchen Complete	0d		04-Mar-26	7x8, no holidays - 7x8, no holidays
A9870	Fire Alarm Complete	0d		18-Mar-26	7x8, no holidays - 7x8, no holidays
Small Maintenance Building		113d	28-Jul-25	18-Nov-25	
A10110	Foundations Complete	0d		28-Jul-25	7x8, no holidays - 7x8, no holidays
A10120	SOG Complete	0d		12-Aug-25	7x8, no holidays - 7x8, no holidays
A10130	CMU Structure Complete	0d		24-Sep-25	7x8, no holidays - 7x8, no holidays
A10140	Roof Framing Complete	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A10190	Permanent Power	0d		29-Oct-25	7x8, no holidays - 7x8, no holidays
A10210	Fire Alarm Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10160	Plaster Complete	0d		12-Nov-25	7x8, no holidays - 7x8, no holidays
A10150	Building Dried In	0d		18-Nov-25	7x8, no holidays - 7x8, no holidays
A10170	Roofing Complete	0d		18-Nov-25	7x8, no holidays - 7x8, no holidays
Restroom Building		157d	01-Aug-25	05-Jan-26	
A10220	Foundations Complete	0d		01-Aug-25	7x8, no holidays - 7x8, no holidays
A10230	SOG Complete	0d		20-Aug-25	7x8, no holidays - 7x8, no holidays
A10240	CMU Structure Complete	0d		02-Oct-25	7x8, no holidays - 7x8, no holidays
A10250	Roof Framing Complete	0d		10-Oct-25	7x8, no holidays - 7x8, no holidays
A10260	Building Dried In	0d		28-Oct-25	7x8, no holidays - 7x8, no holidays
A10280	Roofing Complete	0d		28-Oct-25	7x8, no holidays - 7x8, no holidays
A10270	Plaster Complete	0d		03-Dec-25	7x8, no holidays - 7x8, no holidays
A10300	Permanent Power	0d		11-Dec-25	7x8, no holidays - 7x8, no holidays
A10290	Drywall Complete	0d		05-Jan-26	7x8, no holidays - 7x8, no holidays

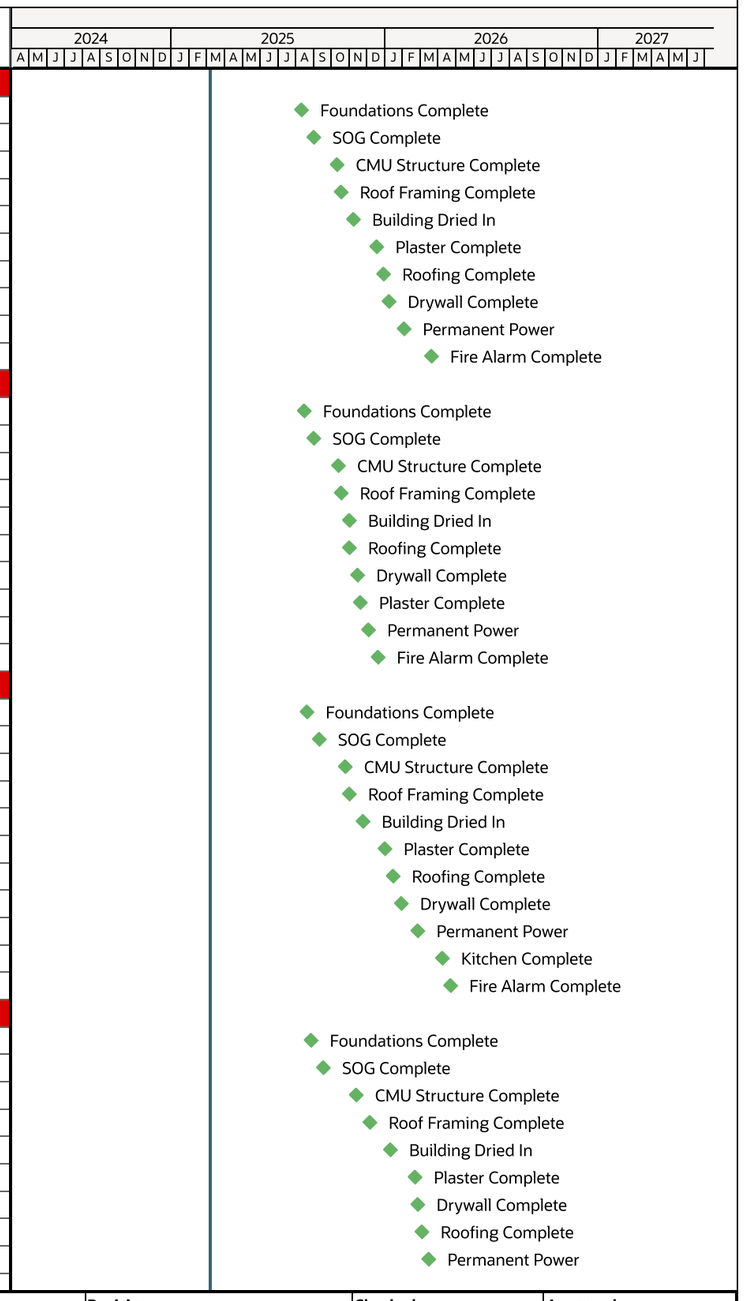


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Green Room / IT Building		222d	09-Aug-25	19-Mar-26	
A10330	Foundations Complete	0d		09-Aug-25	7x8, no holidays - 7x8, no holidays
A10340	SOG Complete	0d		29-Aug-25	7x8, no holidays - 7x8, no holidays
A10350	CMU Structure Complete	0d		08-Oct-25	7x8, no holidays - 7x8, no holidays
A10360	Roof Framing Complete	0d		16-Oct-25	7x8, no holidays - 7x8, no holidays
A10370	Building Dried In	0d		06-Nov-25	7x8, no holidays - 7x8, no holidays
A10380	Plaster Complete	0d		15-Dec-25	7x8, no holidays - 7x8, no holidays
A10390	Roofing Complete	0d		27-Dec-25	7x8, no holidays - 7x8, no holidays
A10400	Drywall Complete	0d		07-Jan-26	7x8, no holidays - 7x8, no holidays
A10410	Permanent Power	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A10430	Fire Alarm Complete	0d		19-Mar-26	7x8, no holidays - 7x8, no holidays
Ticket Booths		128d	13-Aug-25	19-Dec-25	
A10440	Foundations Complete	0d		13-Aug-25	7x8, no holidays - 7x8, no holidays
A10450	SOG Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10460	CMU Structure Complete	0d		11-Oct-25	7x8, no holidays - 7x8, no holidays
A10470	Roof Framing Complete	0d		17-Oct-25	7x8, no holidays - 7x8, no holidays
A10480	Building Dried In	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10500	Roofing Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10510	Drywall Complete	0d		14-Nov-25	7x8, no holidays - 7x8, no holidays
A10490	Plaster Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10520	Permanent Power	0d		02-Dec-25	7x8, no holidays - 7x8, no holidays
A10540	Fire Alarm Complete	0d		19-Dec-25	7x8, no holidays - 7x8, no holidays
Building B Baseball Plaza West		244d	19-Aug-25	20-Apr-26	
A10550	Foundations Complete	0d		19-Aug-25	7x8, no holidays - 7x8, no holidays
A10560	SOG Complete	0d		09-Sep-25	7x8, no holidays - 7x8, no holidays
A10570	CMU Structure Complete	0d		23-Oct-25	7x8, no holidays - 7x8, no holidays
A10580	Roof Framing Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10590	Building Dried In	0d		22-Nov-25	7x8, no holidays - 7x8, no holidays
A10600	Plaster Complete	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A10610	Roofing Complete	0d		13-Jan-26	7x8, no holidays - 7x8, no holidays
A10620	Drywall Complete	0d		28-Jan-26	7x8, no holidays - 7x8, no holidays
A10630	Permanent Power	0d		23-Feb-26	7x8, no holidays - 7x8, no holidays
A10640	Kitchen Complete	0d		06-Apr-26	7x8, no holidays - 7x8, no holidays
A10650	Fire Alarm Complete	0d		20-Apr-26	7x8, no holidays - 7x8, no holidays
Building A Baseball Plaza		257d	25-Aug-25	09-May-26	
A10660	Foundations Complete	0d		25-Aug-25	7x8, no holidays - 7x8, no holidays
A10670	SOG Complete	0d		15-Sep-25	7x8, no holidays - 7x8, no holidays
A10680	CMU Structure Complete	0d		10-Nov-25	7x8, no holidays - 7x8, no holidays
A10690	Roof Framing Complete	0d		04-Dec-25	7x8, no holidays - 7x8, no holidays
A10700	Building Dried In	0d		08-Jan-26	7x8, no holidays - 7x8, no holidays
A10710	Plaster Complete	0d		18-Feb-26	7x8, no holidays - 7x8, no holidays
A10730	Drywall Complete	0d		23-Feb-26	7x8, no holidays - 7x8, no holidays
A10720	Roofing Complete	0d		02-Mar-26	7x8, no holidays - 7x8, no holidays
A10740	Permanent Power	0d		13-Mar-26	7x8, no holidays - 7x8, no holidays

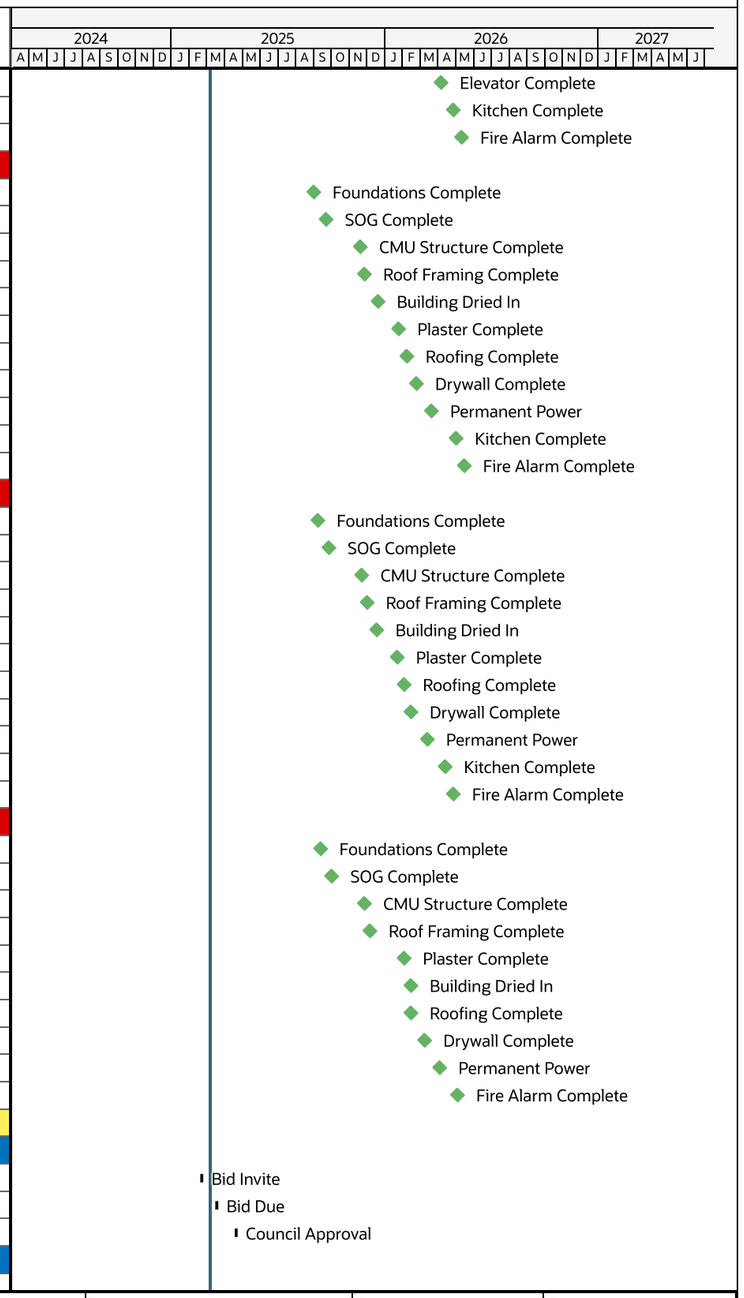


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
A11100	Elevator Complete	0d		04-Apr-26	7x8, no holidays - 7x8, no holidays
A10750	Kitchen Complete	0d		25-Apr-26	7x8, no holidays - 7x8, no holidays
A10760	Fire Alarm Complete	0d		09-May-26	7x8, no holidays - 7x8, no holidays
Building B Baseball Plaza East		256d	30-Aug-25	13-May-26	
A10770	Foundations Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10780	SOG Complete	0d		20-Sep-25	7x8, no holidays - 7x8, no holidays
A10790	CMU Structure Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10800	Roof Framing Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A10810	Building Dried In	0d		18-Dec-25	7x8, no holidays - 7x8, no holidays
A10820	Plaster Complete	0d		24-Jan-26	7x8, no holidays - 7x8, no holidays
A10830	Roofing Complete	0d		05-Feb-26	7x8, no holidays - 7x8, no holidays
A10840	Drywall Complete	0d		20-Feb-26	7x8, no holidays - 7x8, no holidays
A10850	Permanent Power	0d		18-Mar-26	7x8, no holidays - 7x8, no holidays
A10860	Kitchen Complete	0d		29-Apr-26	7x8, no holidays - 7x8, no holidays
A10870	Fire Alarm Complete	0d		13-May-26	7x8, no holidays - 7x8, no holidays
Food Service Building		232d	05-Sep-25	25-Apr-26	
A10880	Foundations Complete	0d		05-Sep-25	7x8, no holidays - 7x8, no holidays
A10890	SOG Complete	0d		25-Sep-25	7x8, no holidays - 7x8, no holidays
A10900	CMU Structure Complete	0d		19-Nov-25	7x8, no holidays - 7x8, no holidays
A10910	Roof Framing Complete	0d		29-Nov-25	7x8, no holidays - 7x8, no holidays
A10920	Building Dried In	0d		15-Dec-25	7x8, no holidays - 7x8, no holidays
A10930	Plaster Complete	0d		21-Jan-26	7x8, no holidays - 7x8, no holidays
A10940	Roofing Complete	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A10950	Drywall Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A10960	Permanent Power	0d		10-Mar-26	7x8, no holidays - 7x8, no holidays
A10970	Kitchen Complete	0d		11-Apr-26	7x8, no holidays - 7x8, no holidays
A10980	Fire Alarm Complete	0d		25-Apr-26	7x8, no holidays - 7x8, no holidays
Large Maintenance Building		234d	10-Sep-25	02-May-26	
A10990	Foundations Complete	0d		10-Sep-25	7x8, no holidays - 7x8, no holidays
A11000	SOG Complete	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A11010	CMU Structure Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A11020	Roof Framing Complete	0d		05-Dec-25	7x8, no holidays - 7x8, no holidays
A11040	Plaster Complete	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A11030	Building Dried In	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11050	Roofing Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11060	Drywall Complete	0d		06-Mar-26	7x8, no holidays - 7x8, no holidays
A11070	Permanent Power	0d		01-Apr-26	7x8, no holidays - 7x8, no holidays
A11090	Fire Alarm Complete	0d		02-May-26	7x8, no holidays - 7x8, no holidays
Pre-Construction		57d	17-Feb-25 A	20-May-25	
Early Electrical Bid		32d	17-Feb-25 A	15-Apr-25	
SC-PC-1000	Bid Invite	1d	17-Feb-25 A	17-Feb-25 A	5x8, with holidays - 5x8, with holidays
SC-PC-1010	Bid Due	1d	13-Mar-25	13-Mar-25	5x8, with holidays - 5x8, with holidays
SC-PC-1020	Council Approval	1d	15-Apr-25	15-Apr-25	5x8, with holidays - 5x8, with holidays
Remaining Trade Bid		57d	03-Mar-25	20-May-25	

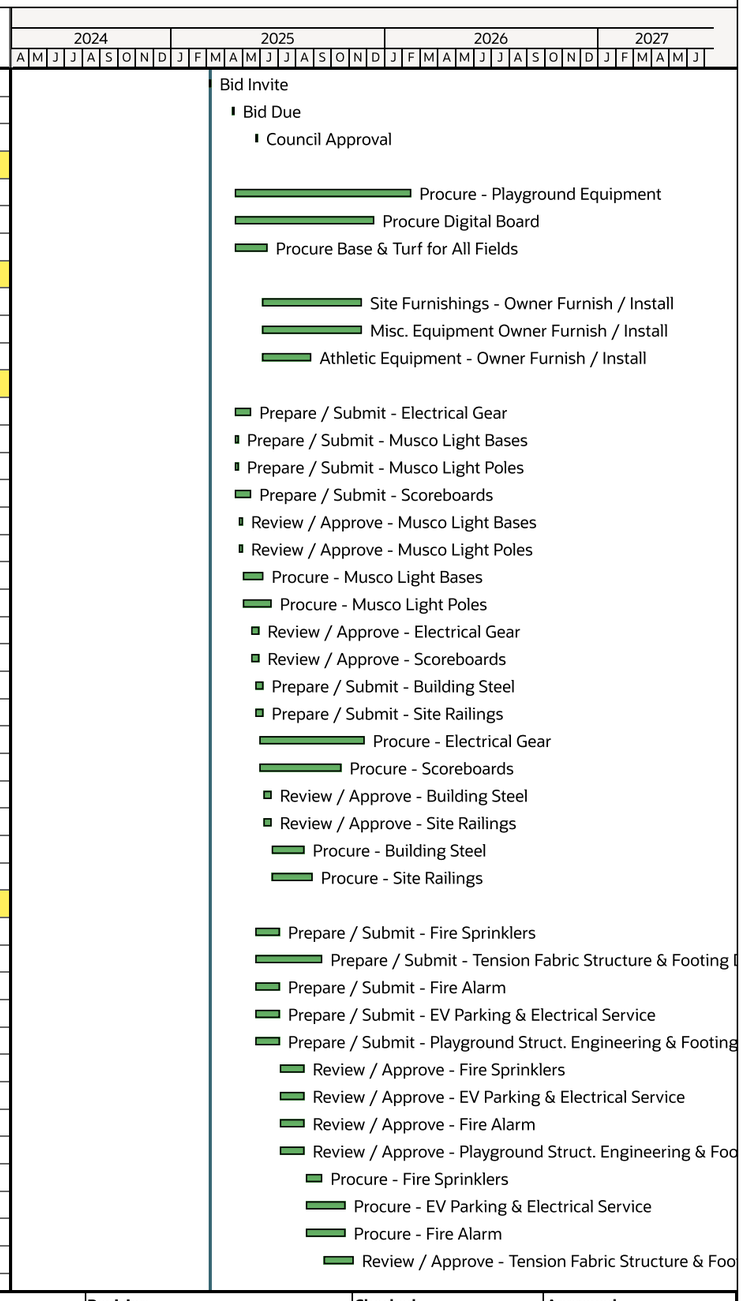


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SC-PC-1030	Bid Invite	1d	03-Mar-25 C	03-Mar-25	5x8, with holidays - 5x8, with holidays
SC-PC-1040	Bid Due	1d	10-Apr-25	10-Apr-25	5x8, with holidays - 5x8, with holidays
SC-PC-1050	Council Approval	1d	20-May-25	20-May-25	5x8, with holidays - 5x8, with holidays
Owner / City Direct Buy Procurement		211d	16-Apr-25	13-Feb-26	
32-1020	Procure - Playground Equipment	210d	16-Apr-25	13-Feb-26	5x8, with holidays - 5x8, with holidays
32-1865	Procure Digital Board	165d	16-Apr-25	10-Dec-25	5x8, with holidays - 5x8, with holidays
32-1845	Procure Base & Turf for All Fields	40d	16-Apr-25	11-Jun-25	5x8, with holidays - 5x8, with holidays
Owner Furnish/ Install		120d	02-Jun-25	19-Nov-25	
A11300	Site Furnishings - Owner Furnish / Install	120d	02-Jun-25	19-Nov-25	5x8, with holidays - 5x8, with holidays
A11320	Misc. Equipment Owner Furnish / Install	120d	02-Jun-25	19-Nov-25	5x8, with holidays - 5x8, with holidays
A11310	Athletic Equipment - Owner Furnish / Install	60d	02-Jun-25	25-Aug-25	5x8, with holidays - 5x8, with holidays
Submittals / Procurement		156d	16-Apr-25	24-Nov-25	
26-1500	Prepare / Submit - Electrical Gear	20d	16-Apr-25	13-May-25	5x8, with holidays - 5x8, with holidays
26-2030	Prepare / Submit - Musco Light Bases	5d	16-Apr-25	22-Apr-25	5x8, with holidays - 5x8, with holidays
26-2060	Prepare / Submit - Musco Light Poles	5d	16-Apr-25	22-Apr-25	5x8, with holidays - 5x8, with holidays
26-2090	Prepare / Submit - Scoreboards	20d	16-Apr-25	13-May-25	5x8, with holidays - 5x8, with holidays
26-2040	Review / Approve - Musco Light Bases	5d	23-Apr-25	29-Apr-25	5x8, with holidays - 5x8, with holidays
26-2070	Review / Approve - Musco Light Poles	5d	23-Apr-25	29-Apr-25	5x8, with holidays - 5x8, with holidays
26-2050	Procure - Musco Light Bases	25d	30-Apr-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
26-2080	Procure - Musco Light Poles	35d	30-Apr-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
26-1510	Review / Approve - Electrical Gear	10d	14-May-25	28-May-25	5x8, with holidays - 5x8, with holidays
26-2100	Review / Approve - Scoreboards	10d	14-May-25	28-May-25	5x8, with holidays - 5x8, with holidays
05-1500	Prepare / Submit - Building Steel	10d	21-May-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
05-4030	Prepare / Submit - Site Railings	10d	21-May-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
26-1520	Procure - Electrical Gear	125d	29-May-25	24-Nov-25	5x8, with holidays - 5x8, with holidays
26-2110	Procure - Scoreboards	100d	29-May-25	17-Oct-25	5x8, with holidays - 5x8, with holidays
05-1510	Review / Approve - Building Steel	10d	05-Jun-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
05-4040	Review / Approve - Site Railings	10d	05-Jun-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
05-1515	Procure - Building Steel	40d	19-Jun-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
05-4050	Procure - Site Railings	50d	19-Jun-25	28-Aug-25	5x8, with holidays - 5x8, with holidays
Deferred Submittals / Procurement		201d	21-May-25	06-Mar-26	
21-2500	Prepare / Submit - Fire Sprinklers	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
13-1000	Prepare / Submit - Tension Fabric Structure & Footing Design	80d	21-May-25	12-Sep-25	5x8, with holidays - 5x8, with holidays
28-2500	Prepare / Submit - Fire Alarm	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
26-2500	Prepare / Submit - EV Parking & Electrical Service	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
13-1040	Prepare / Submit - Playground Struct. Engineering & Footing Design	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
21-2510	Review / Approve - Fire Sprinklers	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
26-2510	Review / Approve - EV Parking & Electrical Service	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
28-2510	Review / Approve - Fire Alarm	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
13-1050	Review / Approve - Playground Struct. Engineering & Footing Design	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
21-2520	Procure - Fire Sprinklers	20d	15-Aug-25	12-Sep-25	5x8, with holidays - 5x8, with holidays
26-2520	Procure - EV Parking & Electrical Service	50d	15-Aug-25	24-Oct-25	5x8, with holidays - 5x8, with holidays
28-2520	Procure - Fire Alarm	50d	15-Aug-25	24-Oct-25	5x8, with holidays - 5x8, with holidays
13-1010	Review / Approve - Tension Fabric Structure & Footing Design	40d	15-Sep-25	07-Nov-25	5x8, with holidays - 5x8, with holidays

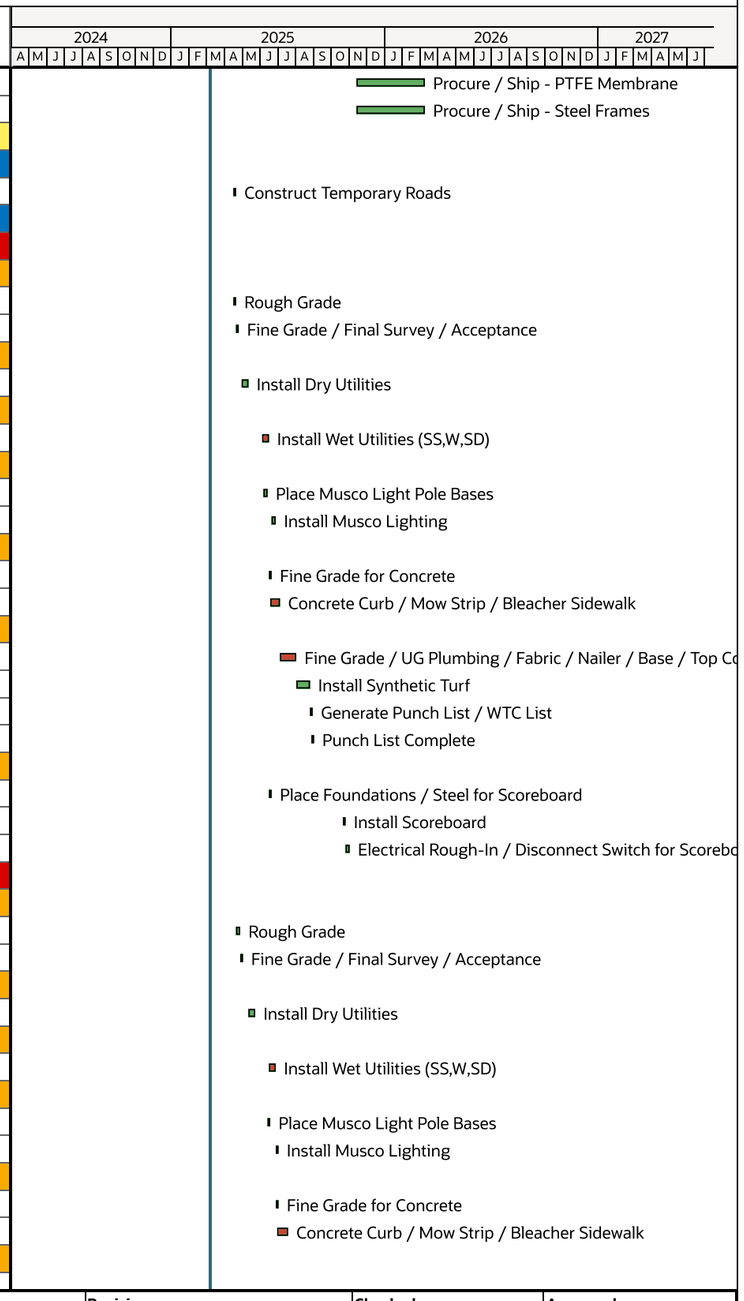


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
13-1030	Procure / Ship - PTFE Membrane	80d	10-Nov-25	06-Mar-26	5x8, with holidays - 5x8, with holidays
13-1020	Procure / Ship - Steel Frames	80d	10-Nov-25	06-Mar-26	5x8, with holidays - 5x8, with holidays
Construction of Sports Complex		456d	14-Apr-25	29-Jan-27	
Temporary Roads		5d	14-Apr-25	18-Apr-25	
TR-1000	Construct Temporary Roads	5d	14-Apr-25	18-Apr-25	5x8, with holidays - 5x8, with holidays
Soccer Facilities		259d	14-Apr-25	20-Apr-26	
Soccer Field 9		141d	14-Apr-25	29-Oct-25	
Grading		6d	14-Apr-25	19-Apr-25	
SF-1000	Rough Grade	5d	14-Apr-25	19-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-1005	Fine Grade / Final Survey / Acceptance	1d	19-Apr-25	19-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	28-Apr-25	09-May-25	
SF-1020	Install Dry Utilities	10d	28-Apr-25	09-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	02-Jun-25	13-Jun-25	
SF-1010	Install Wet Utilities (SS,W,SD)	10d	02-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	05-Jun-25	24-Jun-25	
SF-1030	Place Musco Light Pole Bases	5d	05-Jun-25	10-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1040	Install Musco Lighting	5d	19-Jun-25	24-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	13-Jun-25	02-Jul-25	
SF-1050	Fine Grade for Concrete	2d	13-Jun-25	14-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1060	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	16-Jun-25	02-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	03-Jul-25	30-Aug-25	
SF-1070	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	03-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1080	Install Synthetic Turf	20d	31-Jul-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1090	Generate Punch List / WTC List	2d	23-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1100	Punch List Complete	5d	26-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		117d	13-Jun-25	29-Oct-25	
SF-1110	Place Foundations / Steel for Scoreboard	5d	13-Jun-25	18-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1120	Install Scoreboard	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1130	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 10		140d	19-Apr-25	04-Nov-25	
Grading		6d	19-Apr-25	25-Apr-25	
SF-1140	Rough Grade	5d	19-Apr-25	25-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-1145	Fine Grade / Final Survey / Acceptance	1d	25-Apr-25	25-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	09-May-25	21-May-25	
SF-1160	Install Dry Utilities	10d	09-May-25	21-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Jun-25	25-Jun-25	
SF-1150	Install Wet Utilities (SS,W,SD)	10d	13-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	11-Jun-25	30-Jun-25	
SF-1170	Place Musco Light Pole Bases	5d	11-Jun-25	16-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1180	Install Musco Lighting	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	25-Jun-25	15-Jul-25	
SF-1190	Fine Grade for Concrete	2d	25-Jun-25	26-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1200	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Jun-25	15-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	16-Jul-25	12-Sep-25	

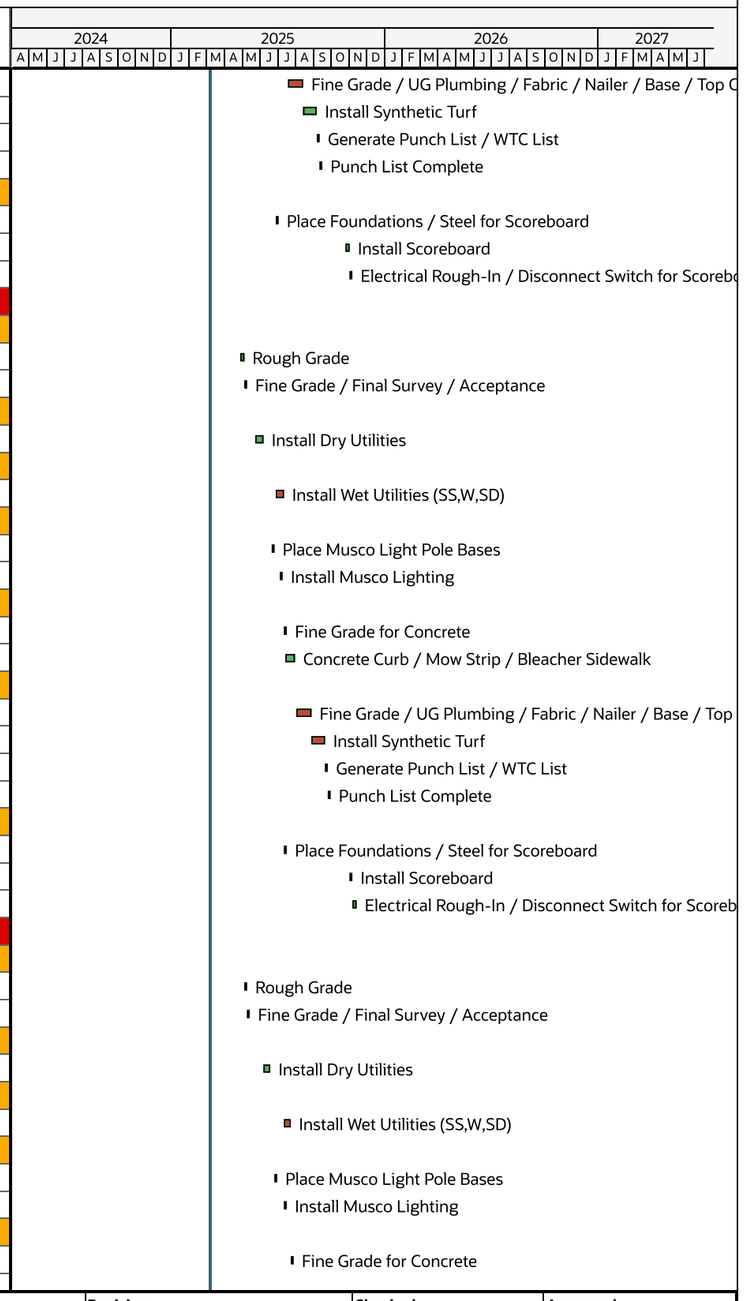


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SF-1210	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	16-Jul-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1220	Install Synthetic Turf	20d	12-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1230	Generate Punch List / WTC List	2d	05-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1240	Punch List Complete	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		112d	25-Jun-25	04-Nov-25	
SF-1250	Place Foundations / Steel for Scoreboard	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1260	Install Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1270	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 11		140d	25-Apr-25	10-Nov-25	
Grading		6d	25-Apr-25	01-May-25	
SF-1280	Rough Grade	5d	25-Apr-25	01-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3220	Fine Grade / Final Survey / Acceptance	1d	01-May-25	01-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		11d	21-May-25	04-Jun-25	
SF-1300	Install Dry Utilities	10d	21-May-25	04-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	25-Jun-25	09-Jul-25	
SF-1290	Install Wet Utilities (SS,W,SD)	10d	25-Jun-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	17-Jun-25	07-Jul-25	
SF-1310	Place Musco Light Pole Bases	5d	17-Jun-25	21-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1320	Install Musco Lighting	5d	01-Jul-25	07-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	09-Jul-25	28-Jul-25	
SF-1330	Fine Grade for Concrete	2d	09-Jul-25	10-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1340	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	11-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	30-Jul-25	26-Sep-25	
SF-1350	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	30-Jul-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1360	Install Synthetic Turf	20d	26-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1370	Generate Punch List / WTC List	2d	19-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1380	Punch List Complete	5d	22-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		106d	09-Jul-25	10-Nov-25	
SF-1390	Place Foundations / Steel for Scoreboard	5d	09-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1400	Install Scoreboard	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1410	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 12		140d	01-May-25	17-Nov-25	
Grading		6d	01-May-25	07-May-25	
SF-1420	Rough Grade	5d	01-May-25	07-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3230	Fine Grade / Final Survey / Acceptance	1d	07-May-25	07-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	04-Jun-25	16-Jun-25	
SF-1440	Install Dry Utilities	10d	04-Jun-25	16-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	09-Jul-25	21-Jul-25	
SF-1430	Install Wet Utilities (SS,W,SD)	10d	09-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	23-Jun-25	12-Jul-25	
SF-1450	Place Musco Light Pole Bases	5d	23-Jun-25	27-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1460	Install Musco Lighting	5d	08-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	21-Jul-25	08-Aug-25	
SF-1470	Fine Grade for Concrete	2d	21-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

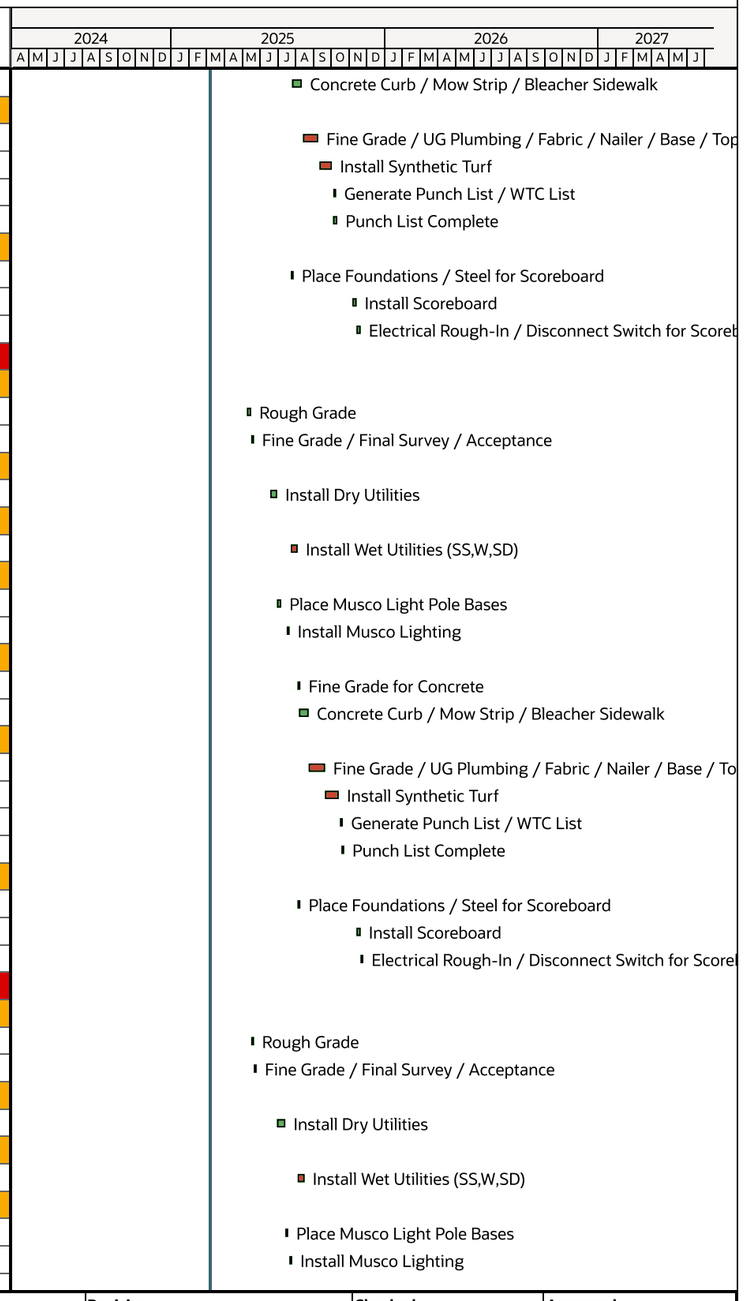


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-1480	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	23-Jul-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	11-Aug-25	08-Oct-25	
SF-1490	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	11-Aug-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1500	Install Synthetic Turf	20d	08-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1510	Generate Punch List / WTC List	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1520	Punch List Complete	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		101d	21-Jul-25	17-Nov-25	
SF-1530	Place Foundations / Steel for Scoreboard	5d	21-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1540	Install Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1550	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 5		140d	07-May-25	22-Nov-25	
Grading		6d	07-May-25	13-May-25	
SF-1560	Rough Grade	5d	07-May-25	13-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3240	Fine Grade / Final Survey / Acceptance	1d	13-May-25	13-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	16-Jun-25	27-Jun-25	
SF-1580	Install Dry Utilities	10d	16-Jun-25	27-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	21-Jul-25	01-Aug-25	
SF-1570	Install Wet Utilities (SS,W,SD)	10d	21-Jul-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	28-Jun-25	18-Jul-25	
SF-1590	Place Musco Light Pole Bases	5d	28-Jun-25	03-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1600	Install Musco Lighting	5d	14-Jul-25	18-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	01-Aug-25	20-Aug-25	
SF-1610	Fine Grade for Concrete	2d	01-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1620	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	04-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	22-Aug-25	20-Oct-25	
SF-1630	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	22-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1640	Install Synthetic Turf	20d	19-Sep-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1650	Generate Punch List / WTC List	2d	13-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1660	Punch List Complete	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		96d	01-Aug-25	22-Nov-25	
SF-1670	Place Foundations / Steel for Scoreboard	5d	01-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1680	Install Scoreboard	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1690	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 6		140d	13-May-25	01-Dec-25	
Grading		6d	13-May-25	19-May-25	
SF-1700	Rough Grade	5d	13-May-25	19-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3250	Fine Grade / Final Survey / Acceptance	1d	19-May-25	19-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Jun-25	11-Jul-25	
SF-1720	Install Dry Utilities	10d	27-Jun-25	11-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	01-Aug-25	13-Aug-25	
SF-1710	Install Wet Utilities (SS,W,SD)	10d	01-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		12d	11-Jul-25	24-Jul-25	
SF-1730	Place Musco Light Pole Bases	5d	11-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1740	Install Musco Lighting	5d	19-Jul-25	24-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

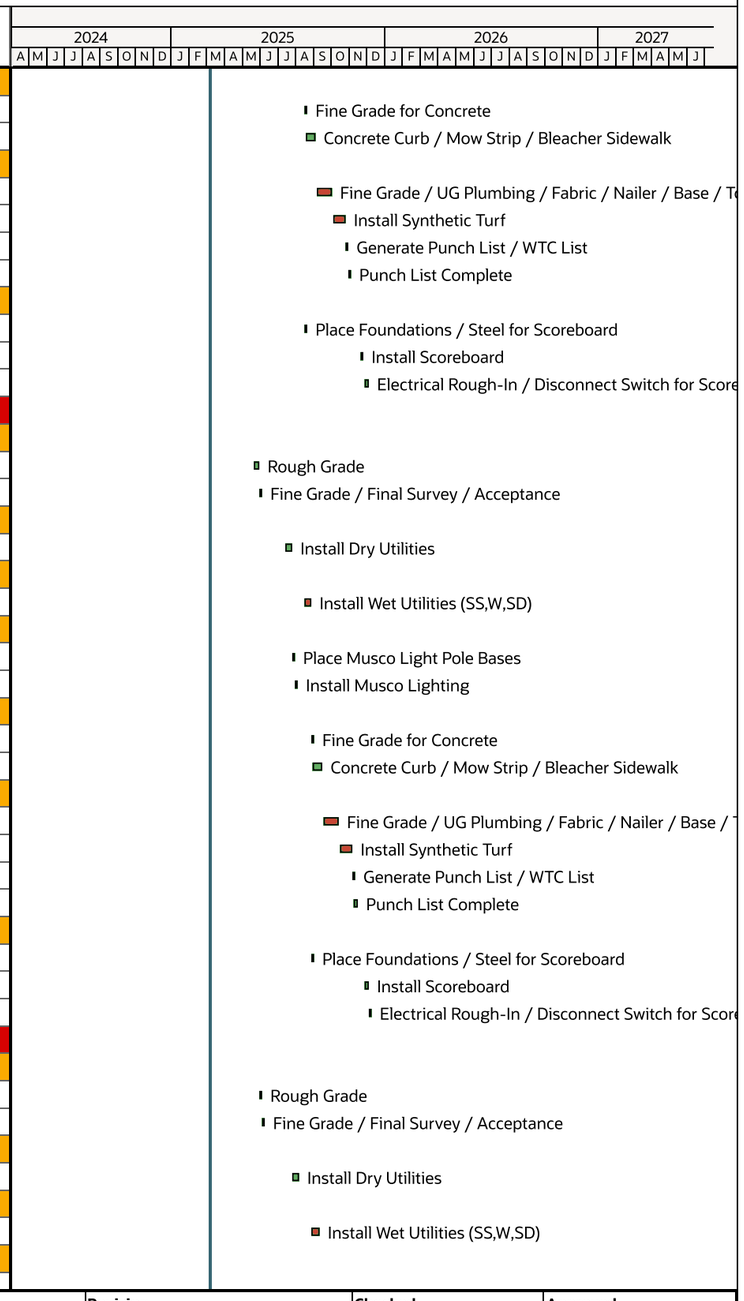


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Site Concrete Before Field		17d	13-Aug-25	02-Sep-25	
SF-1750	Fine Grade for Concrete	2d	13-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1760	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	04-Sep-25	31-Oct-25	
SF-1770	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	04-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1780	Install Synthetic Turf	20d	01-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1790	Generate Punch List / WTC List	2d	24-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1800	Punch List Complete	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		91d	13-Aug-25	01-Dec-25	
SF-1810	Place Foundations / Steel for Scoreboard	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1820	Install Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1830	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 7		140d	19-May-25	06-Dec-25	
Grading		7d	19-May-25	27-May-25	
SF-1840	Rough Grade	5d	19-May-25	27-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3260	Fine Grade / Final Survey / Acceptance	1d	27-May-25	27-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	11-Jul-25	23-Jul-25	
SF-1860	Install Dry Utilities	10d	11-Jul-25	23-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Aug-25	25-Aug-25	
SF-1850	Install Wet Utilities (SS,W,SD)	10d	13-Aug-25	25-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	23-Jul-25	02-Aug-25	
SF-1870	Place Musco Light Pole Bases	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1880	Install Musco Lighting	5d	29-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	25-Aug-25	13-Sep-25	
SF-1890	Fine Grade for Concrete	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1900	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Aug-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	16-Sep-25	13-Nov-25	
SF-1910	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	16-Sep-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1920	Install Synthetic Turf	20d	13-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1930	Generate Punch List / WTC List	2d	05-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1940	Punch List Complete	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		86d	25-Aug-25	06-Dec-25	
SF-1950	Place Foundations / Steel for Scoreboard	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1960	Install Scoreboard	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1970	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 8		139d	27-May-25	12-Dec-25	
Grading		6d	27-May-25	02-Jun-25	
SF-1980	Rough Grade	5d	27-May-25	02-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3270	Fine Grade / Final Survey / Acceptance	1d	02-Jun-25	02-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	23-Jul-25	04-Aug-25	
SF-2000	Install Dry Utilities	10d	23-Jul-25	04-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	25-Aug-25	08-Sep-25	
SF-1990	Install Wet Utilities (SS,W,SD)	10d	25-Aug-25	08-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	04-Aug-25	14-Aug-25	

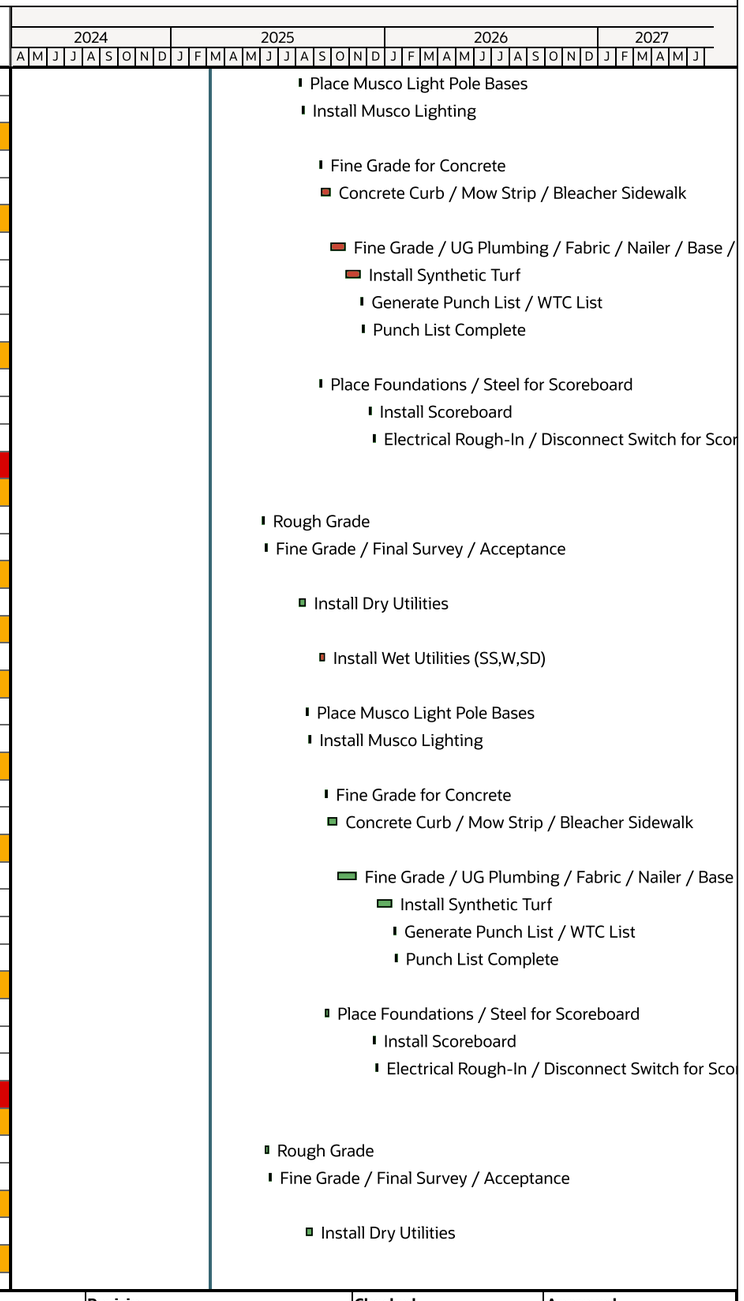


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-2010	Place Musco Light Pole Bases	5d	04-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2020	Install Musco Lighting	5d	09-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	08-Sep-25	26-Sep-25	
SF-2030	Fine Grade for Concrete	2d	08-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2040	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	10-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	27-Sep-25	25-Nov-25	
SF-2050	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	27-Sep-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2060	Install Synthetic Turf	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2070	Generate Punch List / WTC List	2d	18-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2080	Punch List Complete	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		80d	08-Sep-25	12-Dec-25	
SF-2090	Place Foundations / Steel for Scoreboard	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2100	Install Scoreboard	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2110	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 4		160d	02-Jun-25	20-Jan-26	
Grading		6d	02-Jun-25	07-Jun-25	
SF-2120	Rough Grade	5d	02-Jun-25	07-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3280	Fine Grade / Final Survey / Acceptance	1d	07-Jun-25	07-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	04-Aug-25	15-Aug-25	
SF-2140	Install Dry Utilities	10d	04-Aug-25	15-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	08-Sep-25	19-Sep-25	
SF-2130	Install Wet Utilities (SS,W,SD)	10d	08-Sep-25	19-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	15-Aug-25	26-Aug-25	
SF-2150	Place Musco Light Pole Bases	5d	15-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2160	Install Musco Lighting	5d	21-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	19-Sep-25	08-Oct-25	
SF-2170	Fine Grade for Concrete	2d	19-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2180	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	22-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		84d	09-Oct-25	20-Jan-26	
SF-2190	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	09-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2200	Install Synthetic Turf	21d	17-Dec-25	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2210	Generate Punch List / WTC List	2d	13-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2220	Punch List Complete	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		75d	19-Sep-25	18-Dec-25	
SF-2230	Place Foundations / Steel for Scoreboard	5d	19-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2240	Install Scoreboard	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2250	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 3		173d	07-Jun-25	13-Feb-26	
Grading		6d	07-Jun-25	13-Jun-25	
SF-2260	Rough Grade	5d	07-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3290	Fine Grade / Final Survey / Acceptance	1d	13-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	15-Aug-25	27-Aug-25	
SF-2280	Install Dry Utilities	10d	15-Aug-25	27-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	19-Sep-25	01-Oct-25	

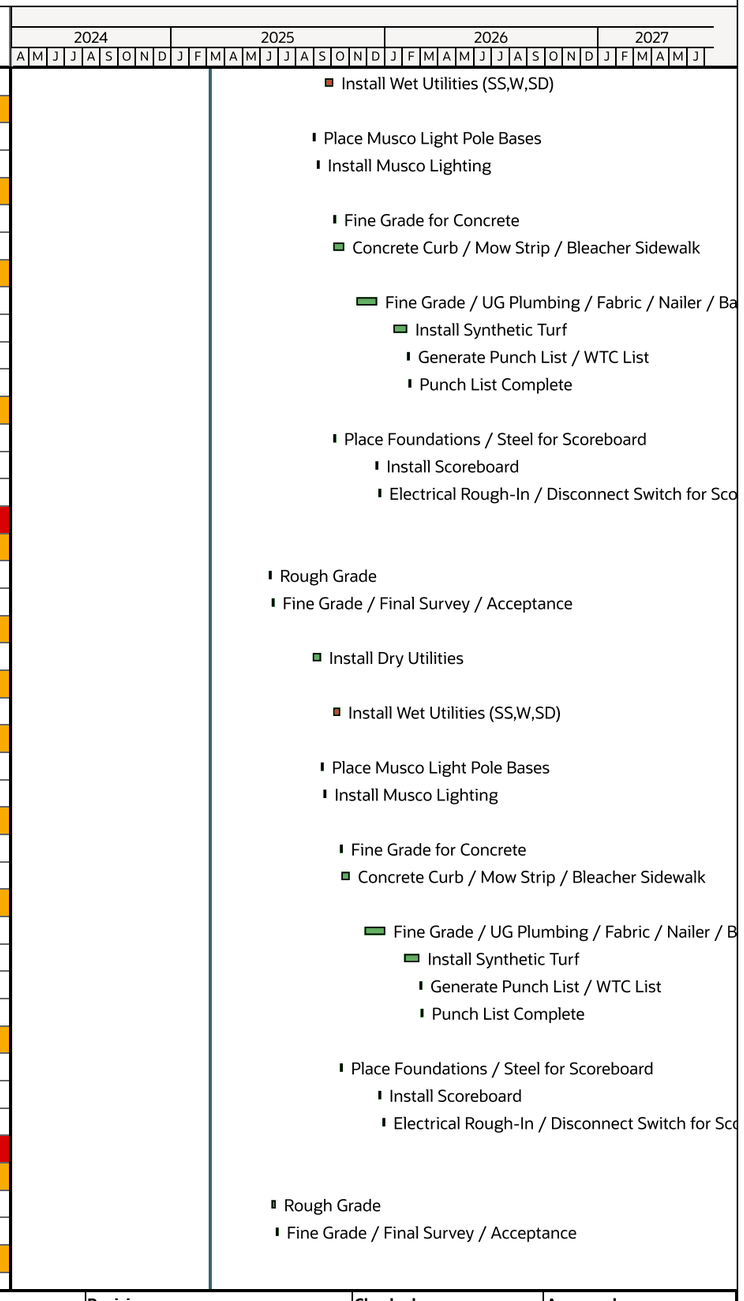


Current
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Tilden-Coil CONSTRUCTORS
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SF-2270	Install Wet Utilities (SS,W,SD)	10d	19-Sep-25	01-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	27-Aug-25	08-Sep-25	
SF-2290	Place Musco Light Pole Bases	5d	27-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2300	Install Musco Lighting	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	01-Oct-25	20-Oct-25	
SF-2310	Fine Grade for Concrete	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2320	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	03-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		77d	12-Nov-25	13-Feb-26	
SF-2330	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	12-Nov-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2340	Install Synthetic Turf	21d	13-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2350	Generate Punch List / WTC List	2d	06-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2360	Punch List Complete	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		70d	01-Oct-25	24-Dec-25	
SF-2370	Place Foundations / Steel for Scoreboard	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2380	Install Scoreboard	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2390	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 2		183d	13-Jun-25	05-Mar-26	
Grading		6d	13-Jun-25	19-Jun-25	
SF-2400	Rough Grade	5d	13-Jun-25	19-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3300	Fine Grade / Final Survey / Acceptance	1d	19-Jun-25	19-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Aug-25	10-Sep-25	
SF-2420	Install Dry Utilities	10d	27-Aug-25	10-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	01-Oct-25	13-Oct-25	
SF-2410	Install Wet Utilities (SS,W,SD)	10d	01-Oct-25	13-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	10-Sep-25	20-Sep-25	
SF-2430	Place Musco Light Pole Bases	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2440	Install Musco Lighting	5d	16-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	13-Oct-25	31-Oct-25	
SF-2450	Fine Grade for Concrete	2d	13-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2460	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		84d	24-Nov-25	05-Mar-26	
SF-2470	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	24-Nov-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2480	Install Synthetic Turf	21d	02-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2490	Generate Punch List / WTC List	2d	26-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2500	Punch List Complete	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		65d	13-Oct-25	31-Dec-25	
SF-2510	Place Foundations / Steel for Scoreboard	5d	13-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2520	Install Scoreboard	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2530	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 1		196d	19-Jun-25	30-Mar-26	
Grading		6d	19-Jun-25	25-Jun-25	
SF-2540	Rough Grade	5d	19-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3310	Fine Grade / Final Survey / Acceptance	1d	25-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	10-Sep-25	22-Sep-25	

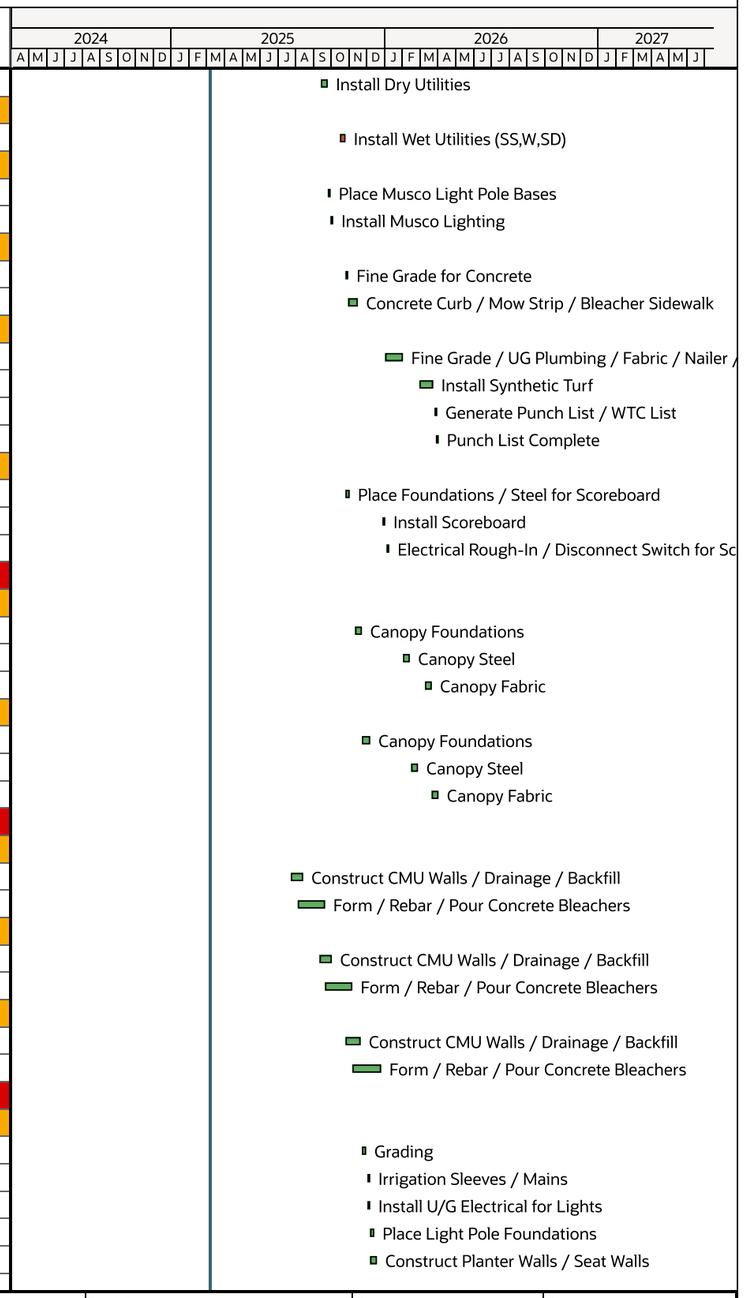


Current
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ID	Name	Dur	Start	Finish	Calendar
SF-2560	Install Dry Utilities	10d	10-Sep-25	22-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Oct-25	24-Oct-25	
SF-2550	Install Wet Utilities (SS,W,SD)	10d	13-Oct-25	24-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	22-Sep-25	02-Oct-25	
SF-2570	Place Musco Light Pole Bases	5d	22-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2580	Install Musco Lighting	5d	27-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	24-Oct-25	13-Nov-25	
SF-2590	Fine Grade for Concrete	2d	24-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2600	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Oct-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		77d	30-Dec-25	30-Mar-26	
SF-2610	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	30-Dec-25	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2620	Install Synthetic Turf	21d	26-Feb-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2630	Generate Punch List / WTC List	2d	23-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2640	Punch List Complete	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		60d	24-Oct-25	07-Jan-26	
SF-2650	Place Foundations / Steel for Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2660	Install Scoreboard	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2670	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Soccer Facilities		117d	08-Nov-25	30-Mar-26	
Canopies 9-12		107d	08-Nov-25	18-Mar-26	
SF-2680	Canopy Foundations	10d	08-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2690	Canopy Steel	10d	31-Jan-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2700	Canopy Fabric	10d	07-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies 5-8		107d	21-Nov-25	30-Mar-26	
SF-2710	Canopy Foundations	10d	21-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2720	Canopy Steel	10d	12-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2730	Canopy Fabric	10d	19-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields		131d	21-Jul-25	24-Dec-25	
Walls / Concrete Bleachers @ Soccer Fields 9-12		50d	21-Jul-25	17-Sep-25	
SF-2760	Construct CMU Walls / Drainage / Backfill	20d	21-Jul-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2780	Form / Rebar / Pour Concrete Bleachers	40d	01-Aug-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields 5-8		50d	08-Sep-25	04-Nov-25	
SF-2920	Construct CMU Walls / Drainage / Backfill	20d	08-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2940	Form / Rebar / Pour Concrete Bleachers	40d	19-Sep-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields 1-4		50d	24-Oct-25	24-Dec-25	
SF-3080	Construct CMU Walls / Drainage / Backfill	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3100	Form / Rebar / Pour Concrete Bleachers	40d	05-Nov-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways Around Soccer Fields		90d	21-Nov-25	10-Mar-26	
Seating Area / Walkways @ Soccer Fields 9-12		64d	21-Nov-25	07-Feb-26	
SF-2740	Grading	5d	21-Nov-25	26-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2790	Irrigation Sleeves / Mains	5d	29-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2800	Install U/G Electrical for Lights	5d	29-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2810	Place Light Pole Foundations	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2820	Construct Planter Walls / Seat Walls	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

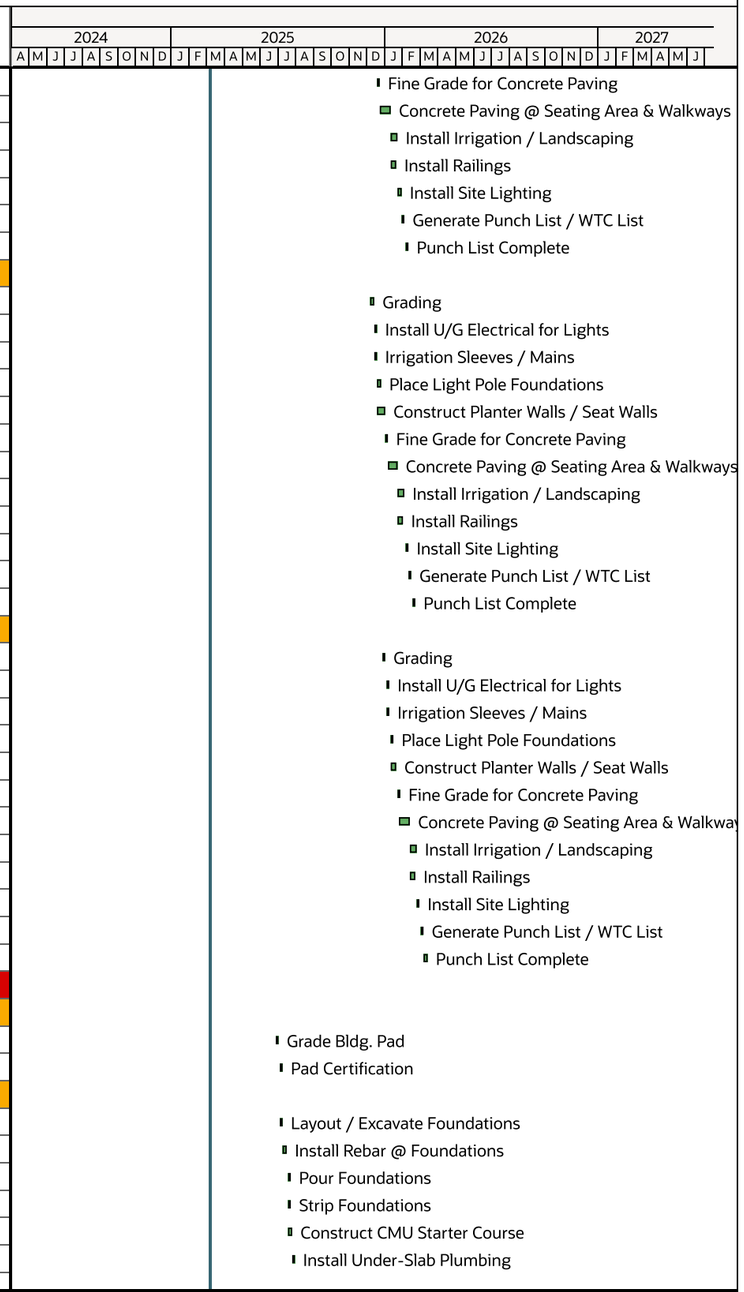


Current
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Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-2830	Fine Grade for Concrete Paving	4d	17-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2840	Concrete Paving @ Seating Area & Walkways	15d	22-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2850	Install Irrigation / Landscaping	10d	10-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2860	Install Railings	8d	10-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2870	Install Site Lighting	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2880	Generate Punch List / WTC List	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2890	Punch List Complete	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways @ Soccer Fields 5-8		64d	05-Dec-25	19-Feb-26	
SF-2900	Grading	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2960	Install U/G Electrical for Lights	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2950	Irrigation Sleeves / Mains	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2970	Place Light Pole Foundations	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2980	Construct Planter Walls / Seat Walls	10d	17-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2990	Fine Grade for Concrete Paving	4d	30-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3000	Concrete Paving @ Seating Area & Walkways	15d	05-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3010	Install Irrigation / Landscaping	10d	22-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3020	Install Railings	8d	22-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3030	Install Site Lighting	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3040	Generate Punch List / WTC List	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3050	Punch List Complete	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways @ Soccer Fields 1-4		63d	26-Dec-25	10-Mar-26	
SF-3060	Grading	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3120	Install U/G Electrical for Lights	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3110	Irrigation Sleeves / Mains	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3130	Place Light Pole Foundations	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3140	Construct Planter Walls / Seat Walls	10d	08-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3150	Fine Grade for Concrete Paving	3d	20-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3160	Concrete Paving @ Seating Area & Walkways	15d	23-Jan-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3170	Install Irrigation / Landscaping	10d	10-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3180	Install Railings	8d	10-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3190	Install Site Lighting	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3200	Generate Punch List / WTC List	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3210	Punch List Complete	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Soccer Plaza West)		167d	25-Jun-25	23-Feb-26	
Grade Bldg. Pad		6d	25-Jun-25	01-Jul-25	
BSF-1000	Grade Bldg. Pad	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1010	Pad Certification	1d	01-Jul-25	01-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		44d	02-Jul-25	03-Sep-25	
BSF-1020	Layout / Excavate Foundations	3d	02-Jul-25	05-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1030	Install Rebar @ Foundations	7d	07-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1040	Pour Foundations	1d	15-Jul-25	15-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1050	Strip Foundations	1d	16-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1060	Construct CMU Starter Course	5d	17-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1070	Install Under-Slab Plumbing	3d	23-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

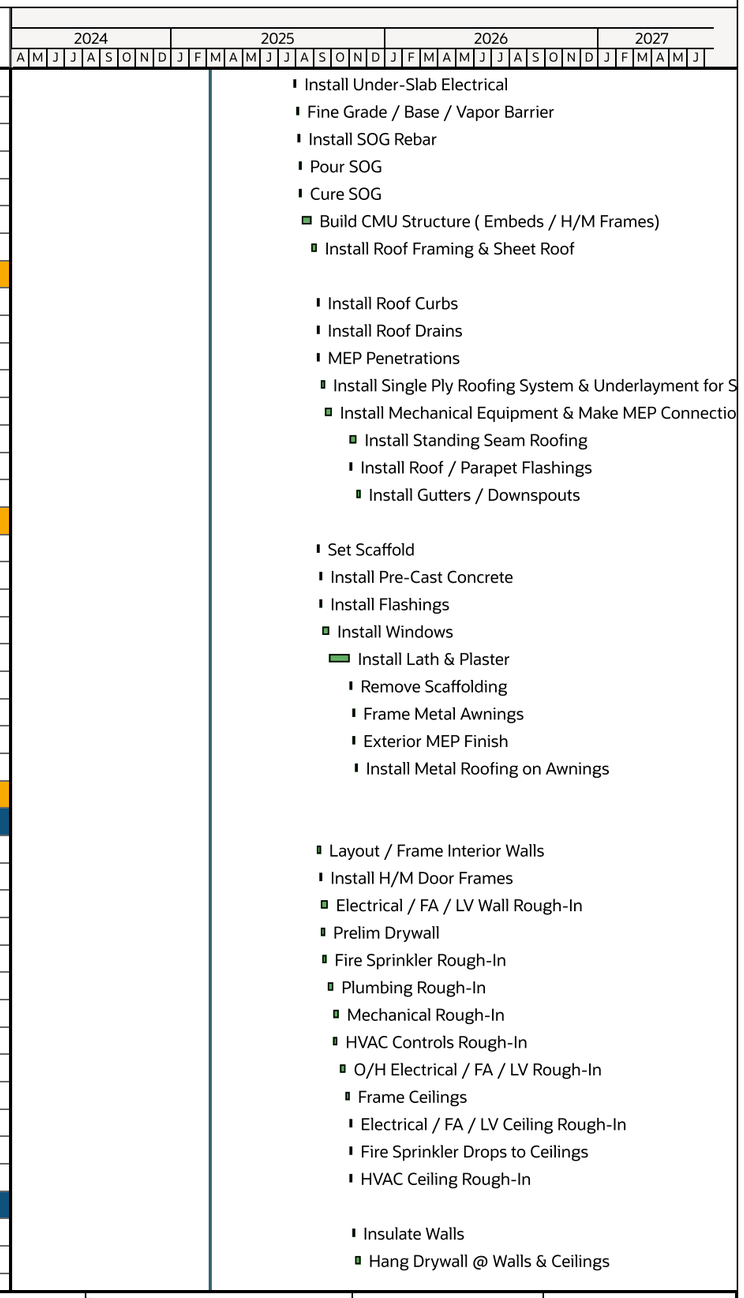


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-1080	Install Under-Slab Electrical	3d	26-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1090	Fine Grade / Base / Vapor Barrier	2d	30-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1100	Install SOG Rebar	2d	01-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1110	Pour SOG	1d	04-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1120	Cure SOG	3d	05-Aug-25	07-Aug-25	7x8, no holidays - 7x8, no holidays
BSF-1130	Build CMU Structure (Embeds / H/M Frames)	15d	08-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1140	Install Roof Framing & Sheet Roof	7d	26-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	04-Sep-25	17-Nov-25	
BSF-1160	Install Roof Curbs	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1170	Install Roof Drains	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1150	MEP Penetrations	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	10-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1190	Install Mechanical Equipment & Make MEP Connections	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1210	Install Standing Seam Roofing	10d	30-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1200	Install Roof / Parapet Flashings	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1220	Install Gutters / Downspouts	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	04-Sep-25	14-Nov-25	
BSF-1230	Set Scaffold	3d	04-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1240	Install Pre-Cast Concrete	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1250	Install Flashings	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1260	Install Windows	10d	13-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1270	Install Lath & Plaster	30d	25-Sep-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1280	Remove Scaffolding	3d	30-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1300	Frame Metal Awnings	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1290	Exterior MEP Finish	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1310	Install Metal Roofing on Awnings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		132d	04-Sep-25	10-Feb-26	
Framing / MEP Rough-In		53d	04-Sep-25	04-Nov-25	
BSF-1320	Layout / Frame Interior Walls	7d	04-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1330	Install H/M Door Frames	3d	09-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1360	Electrical / FA / LV Wall Rough-In	10d	12-Sep-25	23-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1350	Prelim Drywall	5d	12-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1340	Fire Sprinkler Rough-In	7d	13-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1370	Plumbing Rough-In	10d	22-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1390	Mechanical Rough-In	8d	03-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1380	HVAC Controls Rough-In	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1400	O/H Electrical / FA / LV Rough-In	10d	13-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1410	Frame Ceilings	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1430	Electrical / FA / LV Ceiling Rough-In	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1420	Fire Sprinkler Drops to Ceilings	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1440	HVAC Ceiling Rough-In	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	05-Nov-25	10-Feb-26	
BSF-1450	Insulate Walls	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1460	Hang Drywall @ Walls & Ceilings	8d	08-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

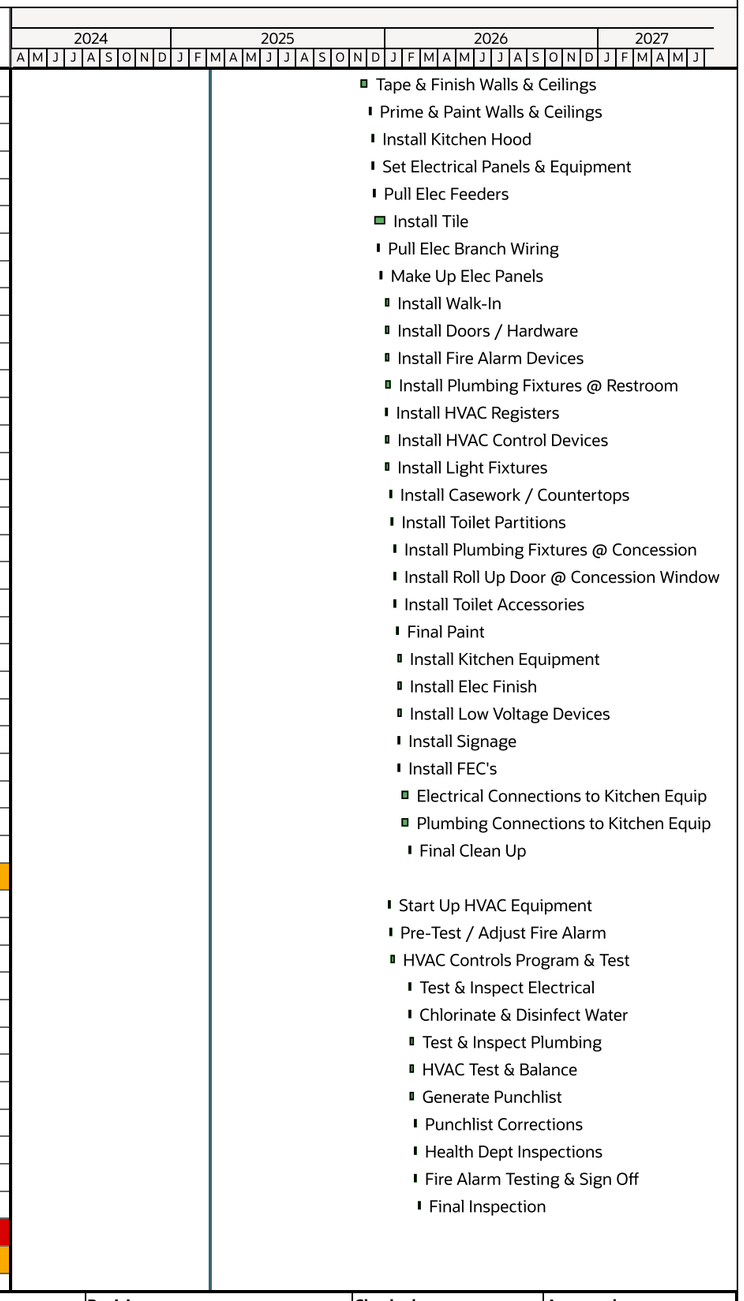


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Tilden-Coil CONSTRUCTORS
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ID	Name	Dur	Start	Finish	Calendar
BSF-1470	Tape & Finish Walls & Ceilings	8d	19-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1480	Prime & Paint Walls & Ceilings	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1490	Install Kitchen Hood	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1500	Set Electrical Panels & Equipment	2d	06-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1510	Pull Elec Feeders	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1520	Install Tile	15d	12-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1530	Pull Elec Branch Wiring	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1540	Make Up Elec Panels	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1550	Install Walk-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1590	Install Doors / Hardware	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1560	Install Fire Alarm Devices	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1610	Install Plumbing Fixtures @ Restroom	8d	31-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1580	Install HVAC Registers	3d	31-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1600	Install HVAC Control Devices	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1570	Install Light Fixtures	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1620	Install Casework / Countertops	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1630	Install Toilet Partitions	3d	10-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1640	Install Plumbing Fixtures @ Concession	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1650	Install Roll Up Door @ Concession Window	3d	13-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1660	Install Toilet Accessories	3d	14-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1670	Final Paint	3d	19-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1680	Install Kitchen Equipment	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1710	Install Elec Finish	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1720	Install Low Voltage Devices	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1690	Install Signage	2d	22-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1700	Install FEC's	2d	22-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1730	Electrical Connections to Kitchen Equip	10d	28-Jan-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1740	Plumbing Connections to Kitchen Equip	10d	28-Jan-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1750	Final Clean Up	2d	09-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	05-Jan-26	23-Feb-26	
BSF-1760	Start Up HVAC Equipment	5d	05-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1770	Pre-Test / Adjust Fire Alarm	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1780	HVAC Controls Program & Test	5d	10-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1790	Test & Inspect Electrical	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1800	Chlorinate & Disinfect Water	2d	09-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1830	Test & Inspect Plumbing	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1820	HVAC Test & Balance	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1810	Generate Punchlist	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1850	Punchlist Corrections	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1840	Health Dept Inspections	2d	17-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1860	Fire Alarm Testing & Sign Off	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1870	Final Inspection	1d	23-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Soccer Plaza East)		167d	01-Jul-25	27-Feb-26	
Grade Bldg. Pad		6d	01-Jul-25	08-Jul-25	

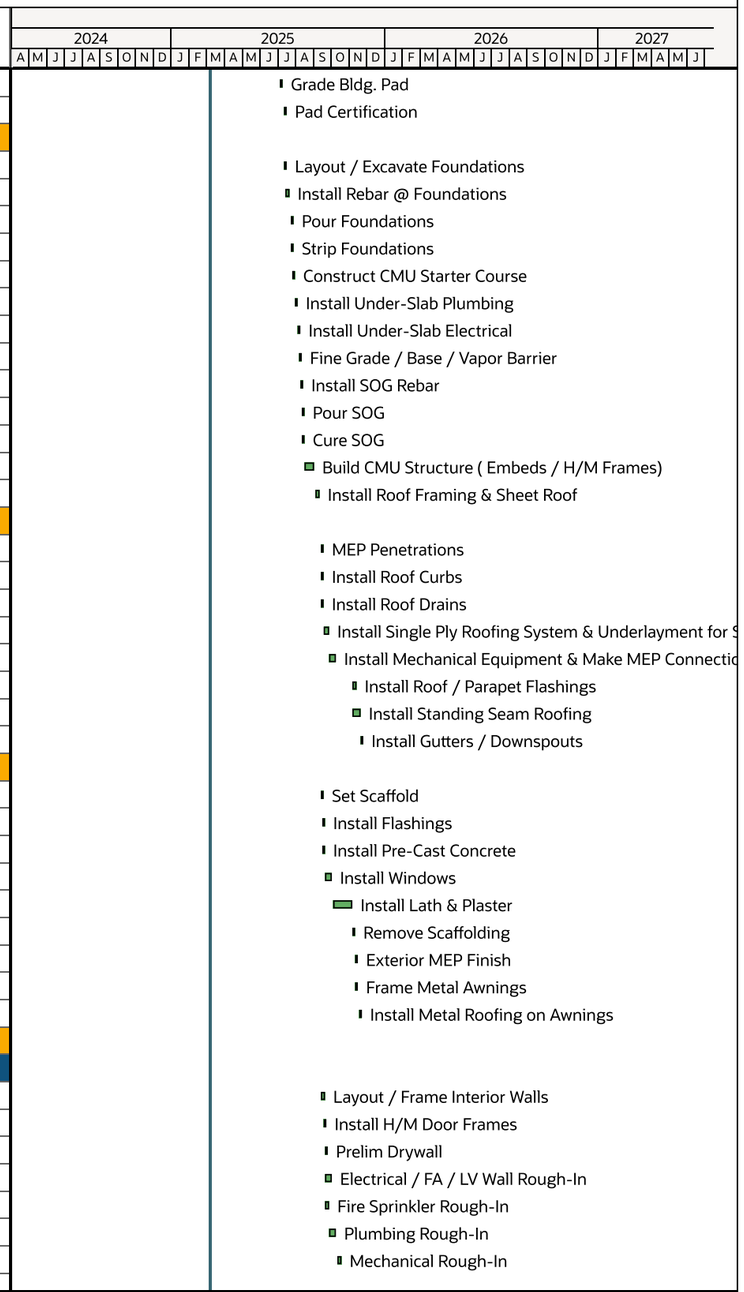


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ID	Name	Dur	Start	Finish	Calendar
BSF-1880	Grade Bldg. Pad	5d	01-Jul-25	07-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1890	Pad Certification	1d	08-Jul-25	08-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		44d	09-Jul-25	09-Sep-25	
BSF-1900	Layout / Excavate Foundations	3d	09-Jul-25	11-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1910	Install Rebar @ Foundations	7d	12-Jul-25	19-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1920	Pour Foundations	1d	21-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1930	Strip Foundations	1d	22-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1940	Construct CMU Starter Course	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1950	Install Under-Slab Plumbing	3d	29-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1960	Install Under-Slab Electrical	3d	01-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1970	Fine Grade / Base / Vapor Barrier	2d	05-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1980	Install SOG Rebar	2d	07-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1990	Pour SOG	1d	09-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2000	Cure SOG	3d	10-Aug-25	12-Aug-25	7x8, no holidays - 7x8, no holidays
BSF-2010	Build CMU Structure (Embeds / H/M Frames)	15d	14-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2020	Install Roof Framing & Sheet Roof	7d	02-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	10-Sep-25	22-Nov-25	
BSF-2030	MEP Penetrations	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2040	Install Roof Curbs	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2050	Install Roof Drains	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2060	Install Single Ply Roofing System & Underlayment for SS Roof	8d	16-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2070	Install Mechanical Equipment & Make MEP Connections	10d	25-Sep-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2080	Install Roof / Parapet Flashings	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2090	Install Standing Seam Roofing	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2100	Install Gutters / Downspouts	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	10-Sep-25	20-Nov-25	
BSF-2110	Set Scaffold	3d	10-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2120	Install Flashings	5d	13-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2130	Install Pre-Cast Concrete	5d	13-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2140	Install Windows	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2150	Install Lath & Plaster	30d	01-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2160	Remove Scaffolding	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2170	Exterior MEP Finish	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2180	Frame Metal Awnings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2190	Install Metal Roofing on Awnings	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	10-Sep-25	14-Feb-26	
Framing / MEP Rough-In		52d	10-Sep-25	08-Nov-25	
BSF-2200	Layout / Frame Interior Walls	7d	10-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2210	Install H/M Door Frames	3d	15-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2220	Prelim Drywall	5d	18-Sep-25	23-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2230	Electrical / FA / LV Wall Rough-In	10d	18-Sep-25	29-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2240	Fire Sprinkler Rough-In	7d	18-Sep-25	25-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2250	Plumbing Rough-In	10d	26-Sep-25	07-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2260	Mechanical Rough-In	8d	08-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days

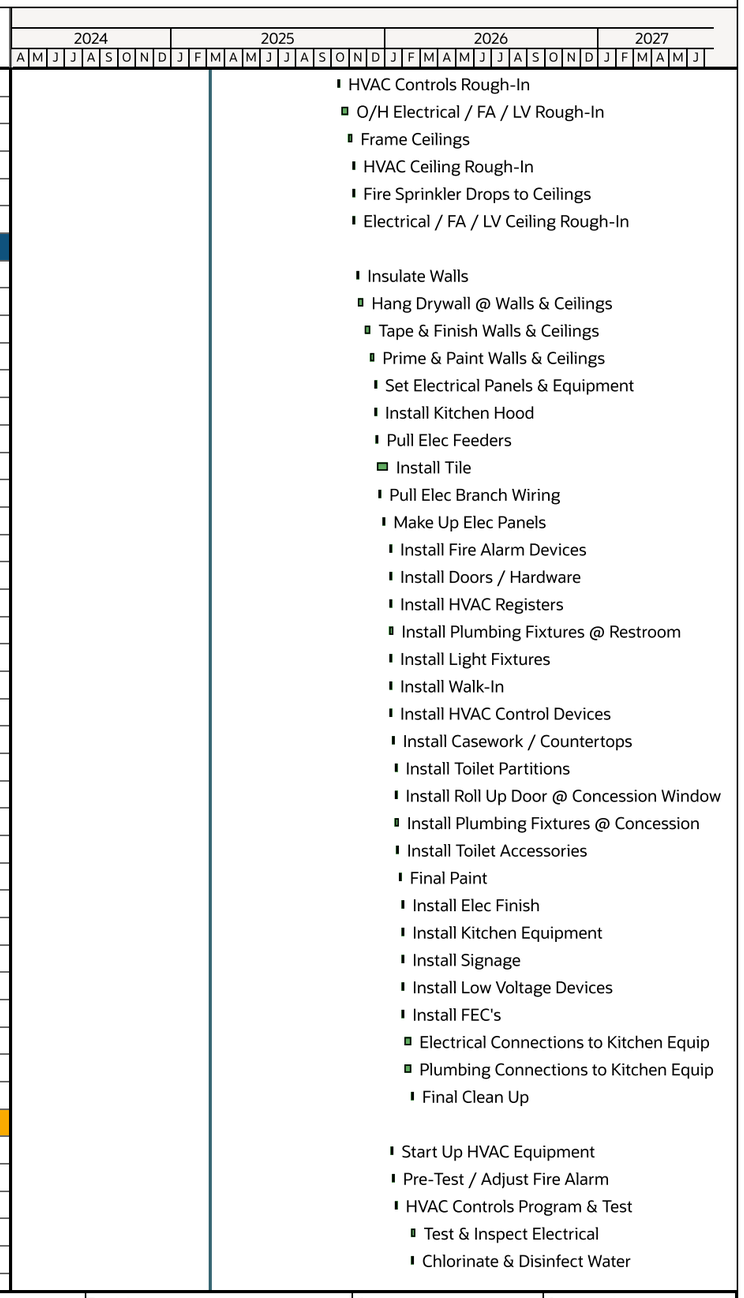


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-2270	HVAC Controls Rough-In	5d	08-Oct-25	13-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2280	O/H Electrical / FA / LV Rough-In	10d	17-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2290	Frame Ceilings	5d	29-Oct-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2300	HVAC Ceiling Rough-In	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2310	Fire Sprinkler Drops to Ceilings	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2320	Electrical / FA / LV Ceiling Rough-In	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	10-Nov-25	14-Feb-26	
BSF-2330	Insulate Walls	3d	10-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2340	Hang Drywall @ Walls & Ceilings	8d	14-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2350	Tape & Finish Walls & Ceilings	8d	24-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2360	Prime & Paint Walls & Ceilings	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2370	Set Electrical Panels & Equipment	2d	11-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2380	Install Kitchen Hood	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2390	Pull Elec Feeders	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2400	Install Tile	15d	17-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2410	Pull Elec Branch Wiring	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2420	Make Up Elec Panels	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2430	Install Fire Alarm Devices	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2440	Install Doors / Hardware	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2450	Install HVAC Registers	3d	06-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2460	Install Plumbing Fixtures @ Restroom	8d	06-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2470	Install Light Fixtures	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2480	Install Walk-In	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2490	Install HVAC Control Devices	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2500	Install Casework / Countertops	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2510	Install Toilet Partitions	3d	15-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2520	Install Roll Up Door @ Concession Window	3d	17-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2530	Install Plumbing Fixtures @ Concession	5d	17-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2540	Install Toilet Accessories	3d	19-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2550	Final Paint	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2560	Install Elec Finish	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2570	Install Kitchen Equipment	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2580	Install Signage	2d	27-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2590	Install Low Voltage Devices	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2600	Install FEC's	2d	27-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2610	Electrical Connections to Kitchen Equip	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2620	Plumbing Connections to Kitchen Equip	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2630	Final Clean Up	2d	13-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	09-Jan-26	27-Feb-26	
BSF-2640	Start Up HVAC Equipment	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2650	Pre-Test / Adjust Fire Alarm	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2660	HVAC Controls Program & Test	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2670	Test & Inspect Electrical	5d	13-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2680	Chlorinate & Disinfect Water	2d	13-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

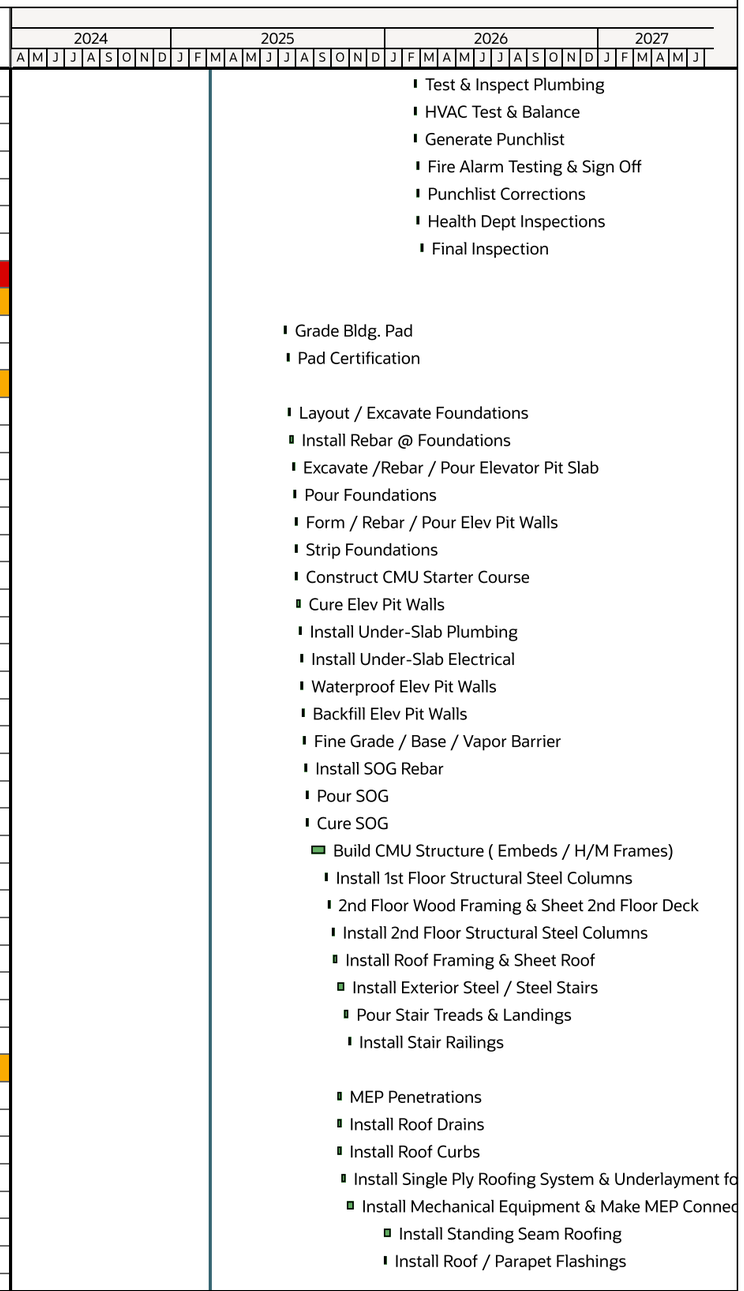


Current
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-2690	Test & Inspect Plumbing	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2700	HVAC Test & Balance	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2710	Generate Punchlist	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2720	Fire Alarm Testing & Sign Off	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2730	Punchlist Corrections	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2740	Health Dept Inspections	2d	21-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2750	Final Inspection	1d	27-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. A Concession Bldg. (Soccer Plaza)		177d	08-Jul-25	19-Mar-26	
Grade Bldg. Pad		6d	08-Jul-25	14-Jul-25	
ASF-1000	Grade Bldg. Pad	5d	08-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1010	Pad Certification	1d	14-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		78d	15-Jul-25	01-Nov-25	
ASF-1020	Layout / Excavate Foundations	3d	15-Jul-25	17-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1030	Install Rebar @ Foundations	7d	18-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1040	Excavate /Rebar / Pour Elevator Pit Slab	3d	24-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1050	Pour Foundations	1d	26-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1060	Form / Rebar / Pour Elev Pit Walls	3d	28-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1070	Strip Foundations	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1080	Construct CMU Starter Course	5d	29-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1090	Cure Elev Pit Walls	7d	31-Jul-25	06-Aug-25	7x8, no holidays - 7x8, no holidays
ASF-1100	Install Under-Slab Plumbing	3d	04-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1110	Install Under-Slab Electrical	3d	07-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1120	Waterproof Elev Pit Walls	1d	07-Aug-25	07-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1130	Backfill Elev Pit Walls	1d	08-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1140	Fine Grade / Base / Vapor Barrier	2d	11-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1150	Install SOG Rebar	2d	13-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1160	Pour SOG	1d	15-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1170	Cure SOG	3d	16-Aug-25	18-Aug-25	7x8, no holidays - 7x8, no holidays
ASF-1180	Build CMU Structure (Embeds / H/M Frames)	20d	26-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1190	Install 1st Floor Structural Steel Columns	3d	19-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1200	2nd Floor Wood Framing & Sheet 2nd Floor Deck	5d	23-Sep-25	27-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1210	Install 2nd Floor Structural Steel Columns	3d	29-Sep-25	01-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1220	Install Roof Framing & Sheet Roof	7d	02-Oct-25	09-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1230	Install Exterior Steel / Steel Stairs	10d	10-Oct-25	21-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1240	Pour Stair Treads & Landings	5d	22-Oct-25	27-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1250	Install Stair Railings	5d	28-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		78d	10-Oct-25	14-Jan-26	
ASF-1260	MEP Penetrations	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1270	Install Roof Drains	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1280	Install Roof Curbs	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1290	Install Single Ply Roofing System & Underlayment for SS Roof	8d	16-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1300	Install Mechanical Equipment & Make MEP Connections	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1310	Install Standing Seam Roofing	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1320	Install Roof / Parapet Flashings	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

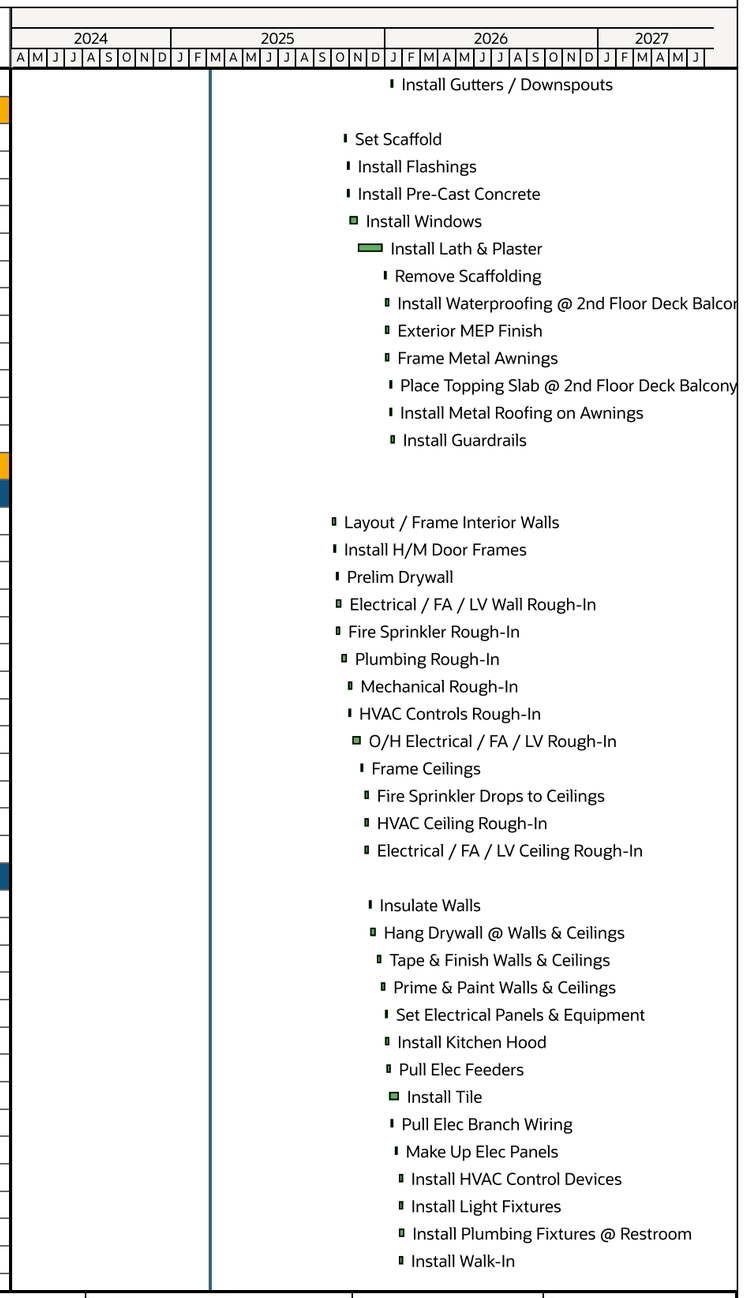


Current
Progress
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-1330	Install Gutters / Downspouts	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		71d	22-Oct-25	17-Jan-26	
ASF-1340	Set Scaffold	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1350	Install Flashings	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1360	Install Pre-Cast Concrete	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1370	Install Windows	10d	31-Oct-25	12-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1380	Install Lath & Plaster	35d	13-Nov-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1390	Remove Scaffolding	3d	27-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1400	Install Waterproofing @ 2nd Floor Deck Balcony	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1410	Exterior MEP Finish	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1420	Frame Metal Awnings	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1430	Place Topping Slab @ 2nd Floor Deck Balcony	2d	07-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1440	Install Metal Roofing on Awnings	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1450	Install Guardrails	8d	09-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		131d	29-Sep-25	05-Mar-26	
Framing / MEP Rough-In		52d	29-Sep-25	01-Dec-25	
ASF-1460	Layout / Frame Interior Walls	7d	29-Sep-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1470	Install H/M Door Frames	3d	03-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1480	Prelim Drywall	5d	07-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1490	Electrical / FA / LV Wall Rough-In	10d	07-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1500	Fire Sprinkler Rough-In	7d	07-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1510	Plumbing Rough-In	10d	15-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1520	Mechanical Rough-In	8d	27-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1530	HVAC Controls Rough-In	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1540	O/H Electrical / FA / LV Rough-In	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1550	Frame Ceilings	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1560	Fire Sprinkler Drops to Ceilings	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1570	HVAC Ceiling Rough-In	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1580	Electrical / FA / LV Ceiling Rough-In	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	02-Dec-25	05-Mar-26	
ASF-1590	Insulate Walls	3d	02-Dec-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1600	Hang Drywall @ Walls & Ceilings	8d	05-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1610	Tape & Finish Walls & Ceilings	8d	15-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1620	Prime & Paint Walls & Ceilings	5d	24-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1630	Set Electrical Panels & Equipment	2d	31-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1640	Install Kitchen Hood	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1650	Pull Elec Feeders	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1660	Install Tile	15d	07-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1670	Pull Elec Branch Wiring	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1680	Make Up Elec Panels	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1690	Install HVAC Control Devices	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1700	Install Light Fixtures	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1710	Install Plumbing Fixtures @ Restroom	8d	24-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1720	Install Walk-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

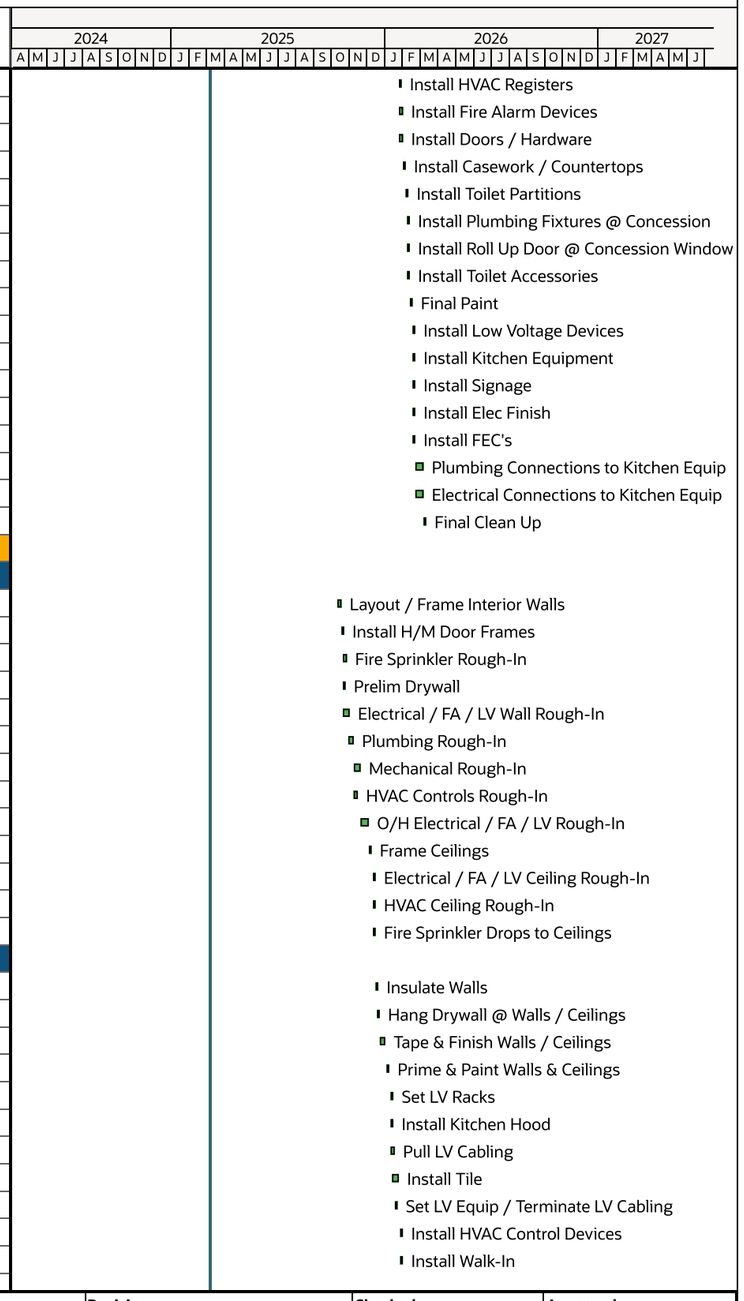


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-1730	Install HVAC Registers	3d	24-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1740	Install Fire Alarm Devices	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1750	Install Doors / Hardware	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1760	Install Casework / Countertops	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1770	Install Toilet Partitions	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1780	Install Plumbing Fixtures @ Concession	5d	05-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1790	Install Roll Up Door @ Concession Window	3d	05-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1800	Install Toilet Accessories	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1810	Final Paint	3d	11-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1820	Install Low Voltage Devices	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1830	Install Kitchen Equipment	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1840	Install Signage	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1850	Install Elec Finish	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1860	Install FEC's	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1870	Plumbing Connections to Kitchen Equip	10d	20-Feb-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1880	Electrical Connections to Kitchen Equip	10d	20-Feb-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1890	Final Clean Up	2d	04-Mar-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
2nd Floor Interior		122d	10-Oct-25	06-Mar-26	
Framing / MEP Rough-In		52d	10-Oct-25	12-Dec-25	
ASF-1900	Layout / Frame Interior Walls	7d	10-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1910	Install H/M Door Frames	3d	15-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1920	Fire Sprinkler Rough-In	7d	18-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1930	Prelim Drywall	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1940	Electrical / FA / LV Wall Rough-In	10d	18-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1950	Plumbing Rough-In	10d	27-Oct-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1960	Mechanical Rough-In	8d	07-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1970	HVAC Controls Rough-In	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1980	O/H Electrical / FA / LV Rough-In	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1990	Frame Ceilings	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2000	Electrical / FA / LV Ceiling Rough-In	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2010	HVAC Ceiling Rough-In	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2020	Fire Sprinkler Drops to Ceilings	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		70d	13-Dec-25	06-Mar-26	
ASF-2030	Insulate Walls	2d	13-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2040	Hang Drywall @ Walls / Ceilings	5d	16-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2050	Tape & Finish Walls / Ceilings	8d	22-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2060	Prime & Paint Walls & Ceilings	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2070	Set LV Racks	2d	08-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2080	Install Kitchen Hood	3d	08-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2090	Pull LV Cabling	5d	10-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2100	Install Tile	12d	12-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2110	Set LV Equip / Terminate LV Cabling	5d	16-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2120	Install HVAC Control Devices	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2130	Install Walk-In	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

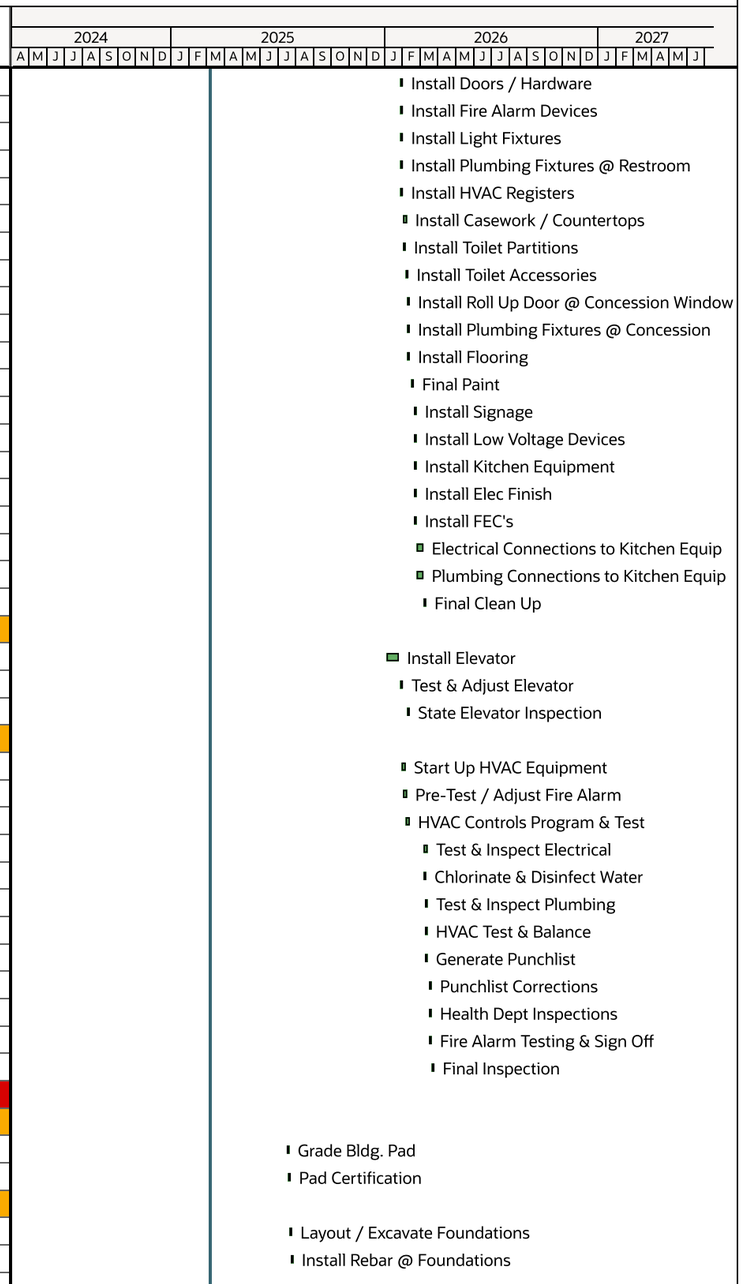


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-2150	Install Doors / Hardware	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2140	Install Fire Alarm Devices	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2160	Install Light Fixtures	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2170	Install Plumbing Fixtures @ Restroom	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2180	Install HVAC Registers	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2190	Install Casework / Countertops	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2200	Install Toilet Partitions	3d	31-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2210	Install Toilet Accessories	3d	04-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2220	Install Roll Up Door @ Concession Window	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2230	Install Plumbing Fixtures @ Concession	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2240	Install Flooring	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2250	Final Paint	3d	12-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2260	Install Signage	3d	16-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2270	Install Low Voltage Devices	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2280	Install Kitchen Equipment	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2290	Install Elec Finish	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2300	Install FEC's	2d	16-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2310	Electrical Connections to Kitchen Equip	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2320	Plumbing Connections to Kitchen Equip	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2330	Final Clean Up	2d	05-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Elevator		35d	02-Jan-26	11-Feb-26	
ASF-2340	Install Elevator	20d	02-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2350	Test & Adjust Elevator	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2360	State Elevator Inspection	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	29-Jan-26	19-Mar-26	
ASF-2370	Start Up HVAC Equipment	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2380	Pre-Test / Adjust Fire Alarm	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2390	HVAC Controls Program & Test	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2410	Test & Inspect Electrical	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2400	Chlorinate & Disinfect Water	2d	05-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2420	Test & Inspect Plumbing	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2430	HVAC Test & Balance	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2440	Generate Punchlist	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2450	Punchlist Corrections	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2460	Health Dept Inspections	2d	13-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2470	Fire Alarm Testing & Sign Off	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2480	Final Inspection	1d	19-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Small Maint. Building		98d	14-Jul-25	02-Dec-25	
Grade Bldg. Pad		4d	14-Jul-25	17-Jul-25	
SM-1000	Grade Bldg. Pad	3d	14-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1010	Pad Certification	1d	17-Jul-25	17-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		52d	18-Jul-25	30-Sep-25	
SM-1020	Layout / Excavate Foundations	3d	18-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1030	Install Rebar @ Foundations	5d	22-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

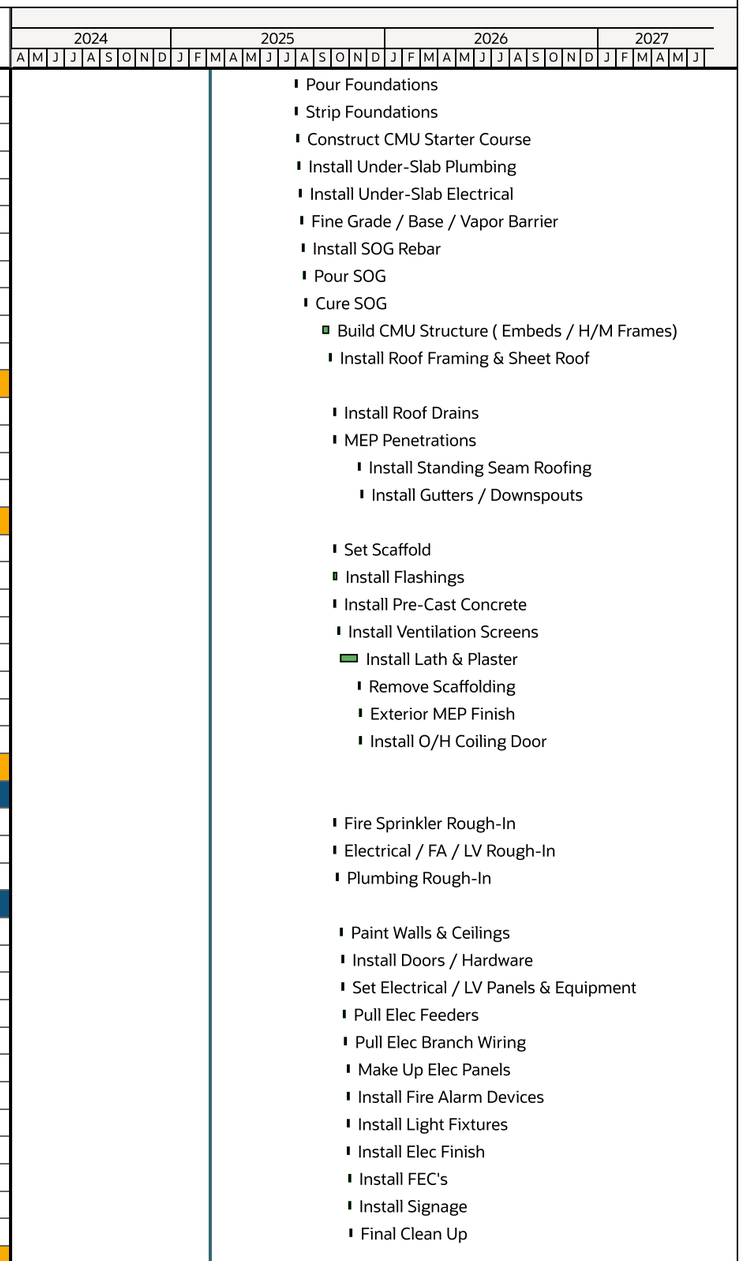


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SM-1040	Pour Foundations	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1050	Strip Foundations	1d	29-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1060	Construct CMU Starter Course	3d	30-Jul-25	01-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1070	Install Under-Slab Plumbing	2d	02-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1080	Install Under-Slab Electrical	2d	05-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1090	Fine Grade / Base / Vapor Barrier	2d	07-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1100	Install SOG Rebar	2d	09-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1110	Pour SOG	1d	12-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1120	Cure SOG	3d	13-Aug-25	15-Aug-25	7x8, no holidays - 7x8, no holidays
SM-1130	Build CMU Structure (Embeds / H/M Frames)	10d	13-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1140	Install Roof Framing & Sheet Roof	5d	25-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		43d	01-Oct-25	20-Nov-25	
SM-1150	Install Roof Drains	3d	01-Oct-25	03-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1160	MEP Penetrations	3d	01-Oct-25	03-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1170	Install Standing Seam Roofing	5d	13-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1180	Install Gutters / Downspouts	2d	19-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		43d	01-Oct-25	20-Nov-25	
SM-1190	Set Scaffold	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1200	Install Flashings	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1210	Install Pre-Cast Concrete	3d	03-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1220	Install Ventilation Screens	4d	09-Oct-25	13-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1230	Install Lath & Plaster	25d	14-Oct-25	12-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1240	Remove Scaffolding	2d	13-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1250	Exterior MEP Finish	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1260	Install O/H Coiling Door	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		28d	01-Oct-25	01-Nov-25	
Framing / MEP Rough-In		10d	01-Oct-25	11-Oct-25	
SM-1270	Fire Sprinkler Rough-In	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1280	Electrical / FA / LV Rough-In	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1290	Plumbing Rough-In	5d	07-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		18d	13-Oct-25	01-Nov-25	
SM-1300	Paint Walls & Ceilings	3d	13-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1310	Install Doors / Hardware	3d	16-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1330	Set Electrical / LV Panels & Equipment	2d	16-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1340	Pull Elec Feeders	3d	18-Oct-25	21-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1350	Pull Elec Branch Wiring	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1360	Make Up Elec Panels	4d	25-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1320	Install Fire Alarm Devices	3d	25-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1370	Install Light Fixtures	3d	25-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1380	Install Elec Finish	2d	25-Oct-25	27-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1390	Install FEC's	2d	29-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1400	Install Signage	2d	29-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1410	Final Clean Up	2d	31-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		26d	30-Oct-25	02-Dec-25	



Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

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ID	Name	Dur	Start	Finish	Calendar
SM-1420	Fire Alarm Testing & Sign Off	2d	30-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1430	Generate Punchlist	2d	21-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1440	Test & Inspect Electrical	2d	21-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1450	Punchlist Corrections	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1460	Final Inspection	1d	02-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Areas		128d	18-Nov-25	20-Apr-26	
Plaza Between Soccer Fields 9,10,5,6		108d	18-Nov-25	27-Mar-26	
PLZS-1000	Excavate / Rebar / Pour Retaining Wall Footings	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1010	Construct Retaining Walls	7d	24-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1020	Install Drainage / Backfill Retaining Walls	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1030	Site Grading	2d	31-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1040	Irrigation Sleeves / Mains	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1050	Install U/G Electrical for Site Lights	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1060	Construct Seat Walls	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1070	Place Light Pole Foundations	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1080	Fine Grade for Paving	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1090	Concrete Paving / Bands	10d	10-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1100	Install Pavers	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1110	Install Site Lighting	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1120	Install Irrigation / Landscaping	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1130	Generate Punch List / WTC List	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1140	Punch List Complete	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 11,12,7,8		113d	24-Nov-25	08-Apr-26	
PLZS-1150	Excavate / Rebar / Pour Retaining Wall Footings	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1160	Construct Retaining Walls	7d	02-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1170	Install Drainage / Backfill Retaining Walls	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1180	Site Grading	3d	03-Jan-26	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1190	Install U/G Electrical for Site Lights	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1200	Irrigation Sleeves / Mains	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1210	Place Light Pole Foundations	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1220	Construct Seat Walls	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1230	Fine Grade	3d	18-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1240	Concrete Paving / Bands	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1250	Install Pavers	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1260	Install Site Lighting	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1270	Install Irrigation / Landscaping	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1280	Generate Punch List / WTC List	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1290	Punch List Complete	5d	03-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 6,7,2,3		75d	23-Jan-26	20-Apr-26	
PLZS-1300	Site Grading	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1310	Install U/G Electrical for Site Lights	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1320	Irrigation Sleeves / Mains	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1330	Place Light Pole Foundations	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1340	Construct Seat Walls	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

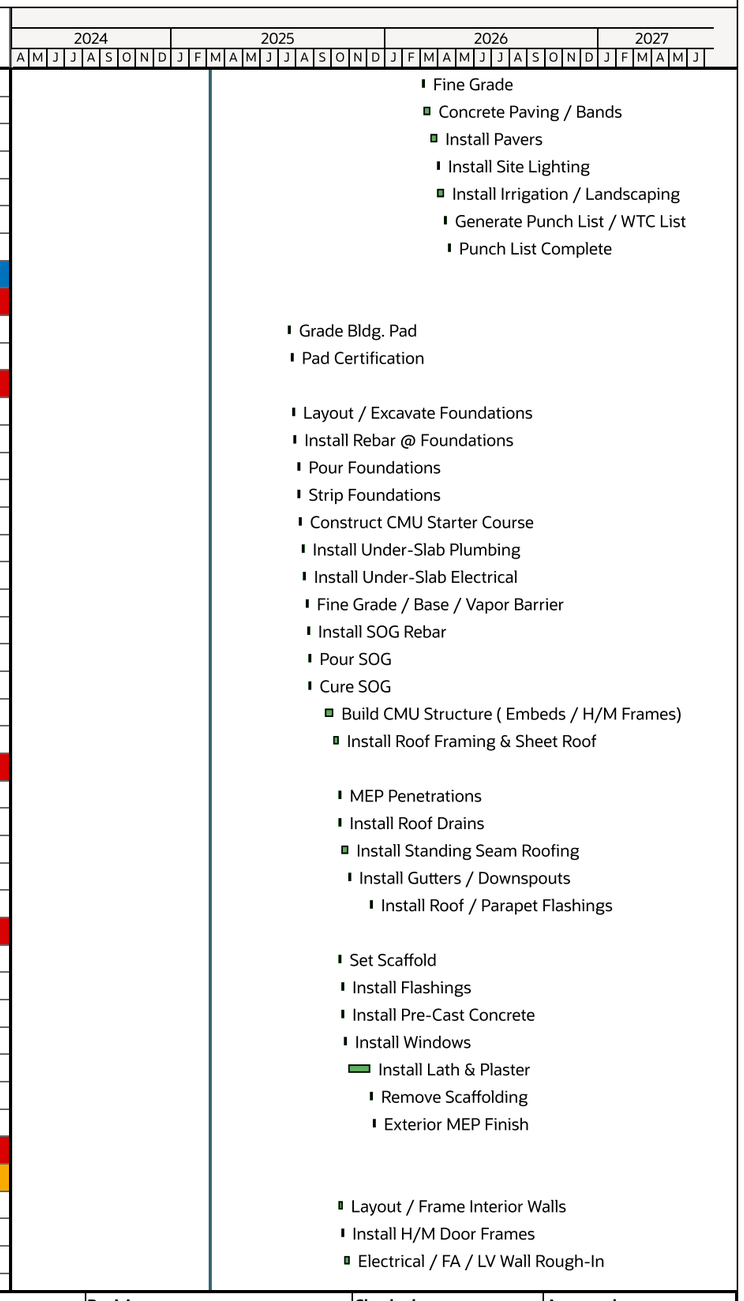


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLZS-1350	Fine Grade	3d	02-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1360	Concrete Paving / Bands	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1370	Install Pavers	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1380	Install Site Lighting	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1390	Install Irrigation / Landscaping	10d	28-Mar-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1400	Generate Punch List / WTC List	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1410	Punch List Complete	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Restroom Building		168d	17-Jul-25	17-Mar-26	
Grade Bldg. Pad		5d	17-Jul-25	22-Jul-25	
RR-1000	Grade Bldg. Pad	4d	17-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1010	Pad Certification	1d	22-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		57d	23-Jul-25	10-Oct-25	
RR-1020	Layout / Excavate Foundations	3d	23-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1030	Install Rebar @ Foundations	5d	26-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1040	Pour Foundations	1d	01-Aug-25	01-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1050	Strip Foundations	1d	02-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1060	Construct CMU Starter Course	4d	04-Aug-25	07-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1070	Install Under-Slab Plumbing	3d	08-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1080	Install Under-Slab Electrical	3d	12-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1090	Fine Grade / Base / Vapor Barrier	2d	15-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1100	Install SOG Rebar	2d	18-Aug-25	19-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1110	Pour SOG	1d	20-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1120	Cure SOG	3d	21-Aug-25	23-Aug-25	7x8, no holidays - 7x8, no holidays
RR-1130	Build CMU Structure (Embeds / H/M Frames)	12d	19-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1140	Install Roof Framing & Sheet Roof	7d	03-Oct-25	10-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		48d	11-Oct-25	09-Dec-25	
RR-1150	MEP Penetrations	5d	11-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1160	Install Roof Drains	5d	11-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1170	Install Standing Seam Roofing	10d	17-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1180	Install Gutters / Downspouts	3d	29-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1190	Install Roof / Parapet Flashings	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		51d	11-Oct-25	12-Dec-25	
RR-1200	Set Scaffold	3d	11-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1210	Install Flashings	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1220	Install Pre-Cast Concrete	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1230	Install Windows	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1240	Install Lath & Plaster	30d	27-Oct-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1250	Remove Scaffolding	3d	04-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1260	Exterior MEP Finish	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		119d	11-Oct-25	04-Mar-26	
Framing / MEP Rough-In		50d	11-Oct-25	11-Dec-25	
RR-1270	Layout / Frame Interior Walls	7d	11-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1280	Install H/M Door Frames	3d	16-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1290	Electrical / FA / LV Wall Rough-In	10d	20-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days

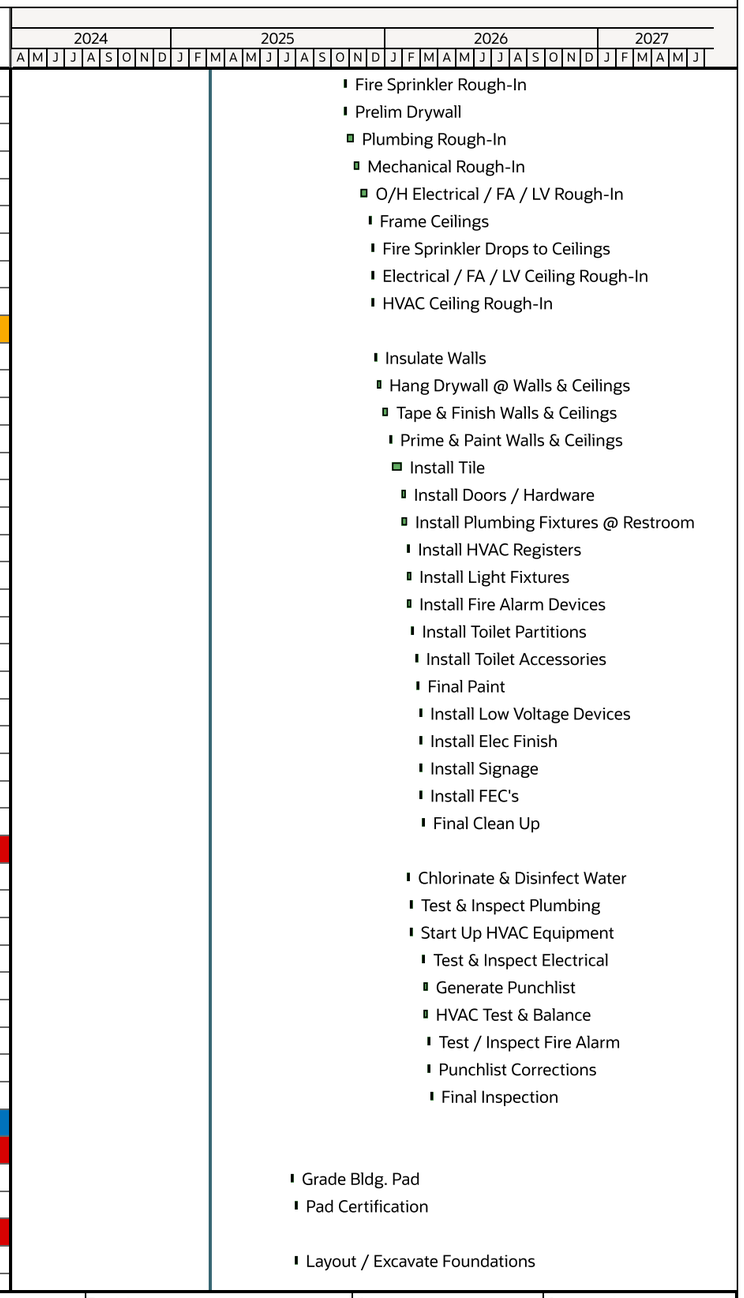


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
RR-1300	Fire Sprinkler Rough-In	5d	20-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1310	Prelim Drywall	5d	20-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1320	Plumbing Rough-In	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1330	Mechanical Rough-In	8d	06-Nov-25	15-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1340	O/H Electrical / FA / LV Rough-In	10d	17-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1350	Frame Ceilings	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1360	Fire Sprinkler Drops to Ceilings	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1370	Electrical / FA / LV Ceiling Rough-In	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1380	HVAC Ceiling Rough-In	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		69d	12-Dec-25	04-Mar-26	
RR-1390	Insulate Walls	3d	12-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1400	Hang Drywall @ Walls & Ceilings	8d	16-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1410	Tape & Finish Walls & Ceilings	8d	26-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1420	Prime & Paint Walls & Ceilings	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1430	Install Tile	15d	12-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1440	Install Doors / Hardware	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1450	Install Plumbing Fixtures @ Restroom	8d	29-Jan-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1460	Install HVAC Registers	3d	07-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1470	Install Light Fixtures	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1480	Install Fire Alarm Devices	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1490	Install Toilet Partitions	4d	13-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1500	Install Toilet Accessories	3d	18-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1510	Final Paint	3d	21-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1520	Install Low Voltage Devices	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1530	Install Elec Finish	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1540	Install Signage	2d	25-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1550	Install FEC's	2d	25-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1560	Final Clean Up	2d	03-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		33d	07-Feb-26	17-Mar-26	
RR-1570	Chlorinate & Disinfect Water	2d	07-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1580	Test & Inspect Plumbing	5d	10-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1590	Start Up HVAC Equipment	3d	11-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1600	Test & Inspect Electrical	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1610	Generate Punchlist	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1620	HVAC Test & Balance	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1640	Test / Inspect Fire Alarm	3d	11-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1630	Punchlist Corrections	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1650	Final Inspection	1d	17-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Green Room / IT / Security Building		188d	22-Jul-25	18-Apr-26	
Grade Bldg. Pad		6d	22-Jul-25	28-Jul-25	
IT-1000	Grade Bldg. Pad	5d	22-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1010	Pad Certification	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		57d	29-Jul-25	16-Oct-25	
IT-1020	Layout / Excavate Foundations	3d	29-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

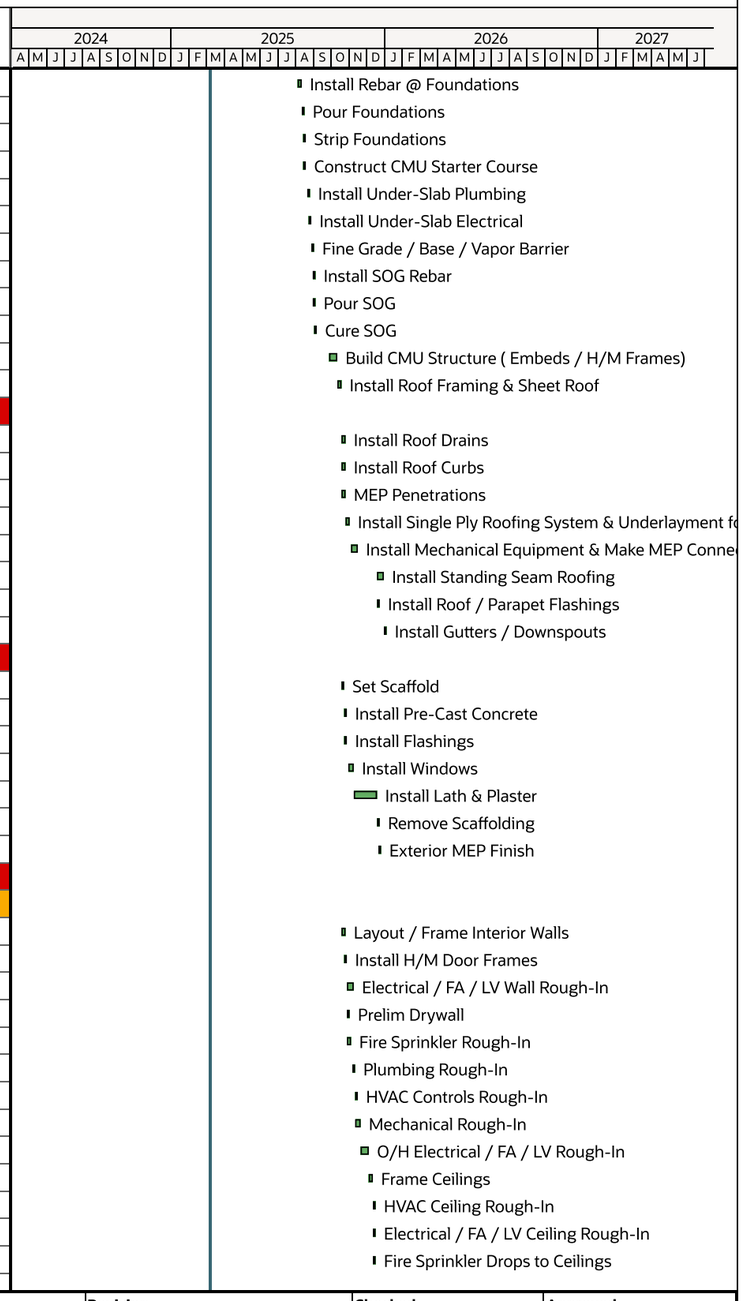


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
IT-1030	Install Rebar @ Foundations	7d	01-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1040	Pour Foundations	1d	09-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1050	Strip Foundations	1d	11-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1060	Construct CMU Starter Course	5d	12-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1070	Install Under-Slab Plumbing	3d	18-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1080	Install Under-Slab Electrical	3d	21-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1090	Fine Grade / Base / Vapor Barrier	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1100	Install SOG Rebar	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1110	Pour SOG	1d	29-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1120	Cure SOG	3d	30-Aug-25	01-Sep-25	7x8, no holidays - 7x8, no holidays
IT-1130	Build CMU Structure (Embeds / H/M Frames)	12d	25-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1140	Install Roof Framing & Sheet Roof	7d	09-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		61d	17-Oct-25	31-Dec-25	
IT-1150	Install Roof Drains	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1160	Install Roof Curbs	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1170	MEP Penetrations	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	23-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1190	Install Mechanical Equipment & Make MEP Connections	10d	01-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1200	Install Standing Seam Roofing	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1210	Install Roof / Parapet Flashings	5d	16-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1220	Install Gutters / Downspouts	3d	29-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		56d	17-Oct-25	24-Dec-25	
IT-1230	Set Scaffold	3d	17-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1240	Install Pre-Cast Concrete	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1250	Install Flashings	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1260	Install Windows	10d	27-Oct-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1270	Install Lath & Plaster	30d	07-Nov-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1280	Remove Scaffolding	3d	16-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1290	Exterior MEP Finish	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		147d	17-Oct-25	11-Apr-26	
Framing / MEP Rough-In		47d	17-Oct-25	13-Dec-25	
IT-1300	Layout / Frame Interior Walls	7d	17-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1310	Install H/M Door Frames	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1320	Electrical / FA / LV Wall Rough-In	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1330	Prelim Drywall	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1340	Fire Sprinkler Rough-In	7d	25-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1350	Plumbing Rough-In	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1360	HVAC Controls Rough-In	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1370	Mechanical Rough-In	8d	08-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1380	O/H Electrical / FA / LV Rough-In	10d	19-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1390	Frame Ceilings	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1400	HVAC Ceiling Rough-In	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1410	Electrical / FA / LV Ceiling Rough-In	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1420	Fire Sprinkler Drops to Ceilings	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

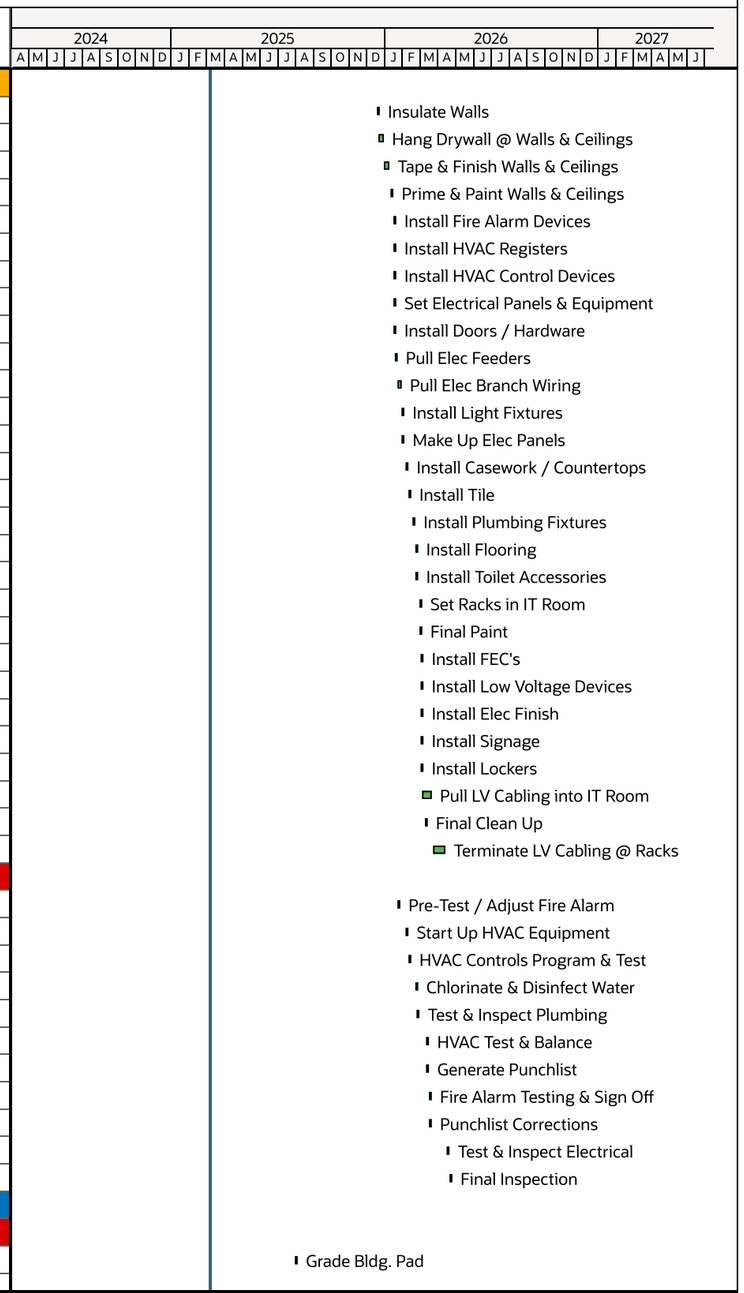


Current
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Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
General Finishes		100d	15-Dec-25	11-Apr-26	
IT-1430	Insulate Walls	3d	15-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1440	Hang Drywall @ Walls & Ceilings	8d	18-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1450	Tape & Finish Walls & Ceilings	8d	29-Dec-25	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1460	Prime & Paint Walls & Ceilings	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1470	Install Fire Alarm Devices	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1480	Install HVAC Registers	3d	14-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1490	Install HVAC Control Devices	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1500	Set Electrical Panels & Equipment	2d	14-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1510	Install Doors / Hardware	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1520	Pull Elec Feeders	5d	16-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1530	Pull Elec Branch Wiring	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1540	Install Light Fixtures	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1550	Make Up Elec Panels	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1560	Install Casework / Countertops	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1570	Install Tile	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1580	Install Plumbing Fixtures	4d	14-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1590	Install Flooring	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1600	Install Toilet Accessories	2d	19-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1610	Set Racks in IT Room	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1620	Final Paint	3d	25-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1630	Install FEC's	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1640	Install Low Voltage Devices	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1650	Install Elec Finish	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1660	Install Signage	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1670	Install Lockers	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1680	Pull LV Cabling into IT Room	15d	03-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1690	Final Clean Up	2d	06-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1700	Terminate LV Cabling @ Racks	20d	20-Mar-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		77d	20-Jan-26	18-Apr-26	
IT-1710	Pre-Test / Adjust Fire Alarm	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1720	Start Up HVAC Equipment	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1730	HVAC Controls Program & Test	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1740	Chlorinate & Disinfect Water	2d	19-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1750	Test & Inspect Plumbing	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1760	HVAC Test & Balance	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1770	Generate Punchlist	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1780	Fire Alarm Testing & Sign Off	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1790	Punchlist Corrections	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1800	Test & Inspect Electrical	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1810	Final Inspection	1d	18-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Ticket Booths		104d	28-Jul-25	24-Dec-25	
Grade Bldg. Pad		4d	28-Jul-25	31-Jul-25	
TB-1000	Grade Bldg. Pad	3d	28-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

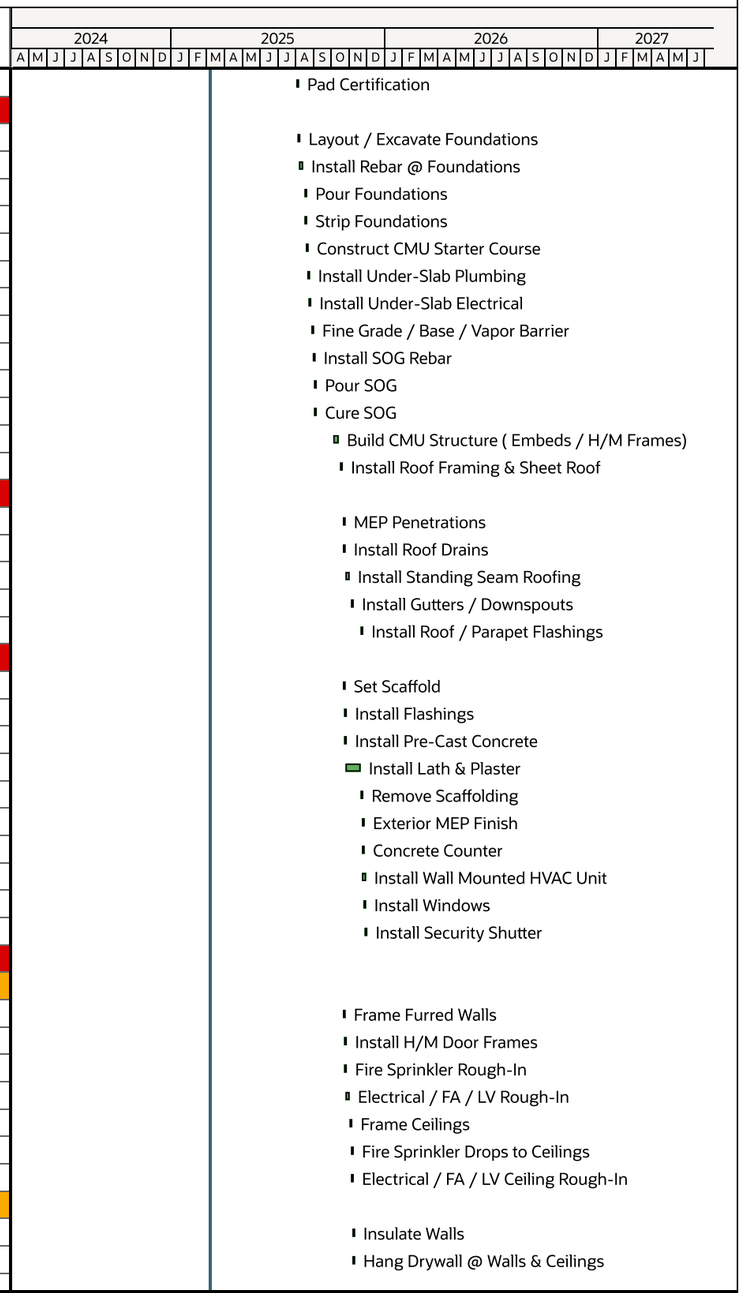


Current
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Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
TB-1010	Pad Certification	1d	31-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		55d	01-Aug-25	17-Oct-25	
TB-1020	Layout / Excavate Foundations	3d	01-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1030	Install Rebar @ Foundations	7d	05-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1040	Pour Foundations	1d	13-Aug-25	13-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1050	Strip Foundations	1d	14-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1060	Construct CMU Starter Course	3d	15-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1070	Install Under-Slab Plumbing	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1080	Install Under-Slab Electrical	3d	22-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1090	Fine Grade / Base / Vapor Barrier	2d	26-Aug-25	27-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1100	Install SOG Rebar	2d	28-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1110	Pour SOG	1d	30-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1120	Cure SOG	3d	31-Aug-25	02-Sep-25	7x8, no holidays - 7x8, no holidays
TB-1130	Build CMU Structure (Embeds / H/M Frames)	10d	01-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1140	Install Roof Framing & Sheet Roof	5d	13-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		28d	18-Oct-25	20-Nov-25	
TB-1150	MEP Penetrations	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1160	Install Roof Drains	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1170	Install Standing Seam Roofing	7d	24-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1180	Install Gutters / Downspouts	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1190	Install Roof / Parapet Flashings	3d	18-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		27d	18-Oct-25	26-Nov-25	
TB-1200	Set Scaffold	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1210	Install Flashings	2d	21-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1220	Install Pre-Cast Concrete	3d	21-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1230	Install Lath & Plaster	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1240	Remove Scaffolding	2d	18-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1250	Exterior MEP Finish	2d	20-Nov-25	21-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1260	Concrete Counter	2d	20-Nov-25	21-Nov-25	5x8, with holidays - 5x8, with holidays
TB-1270	Install Wall Mounted HVAC Unit	5d	20-Nov-25	26-Nov-25	5x8, with holidays - 5x8, with holidays
TB-1280	Install Windows	2d	22-Nov-25	24-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1290	Install Security Shutter	1d	25-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		51d	18-Oct-25	19-Dec-25	
Framing / MEP Rough-In		14d	18-Oct-25	03-Nov-25	
TB-1300	Frame Furred Walls	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1310	Install H/M Door Frames	1d	20-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1320	Fire Sprinkler Rough-In	3d	21-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1330	Electrical / FA / LV Rough-In	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1340	Frame Ceilings	2d	30-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1350	Fire Sprinkler Drops to Ceilings	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1360	Electrical / FA / LV Ceiling Rough-In	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		37d	04-Nov-25	19-Dec-25	
TB-1370	Insulate Walls	1d	04-Nov-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1380	Hang Drywall @ Walls & Ceilings	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

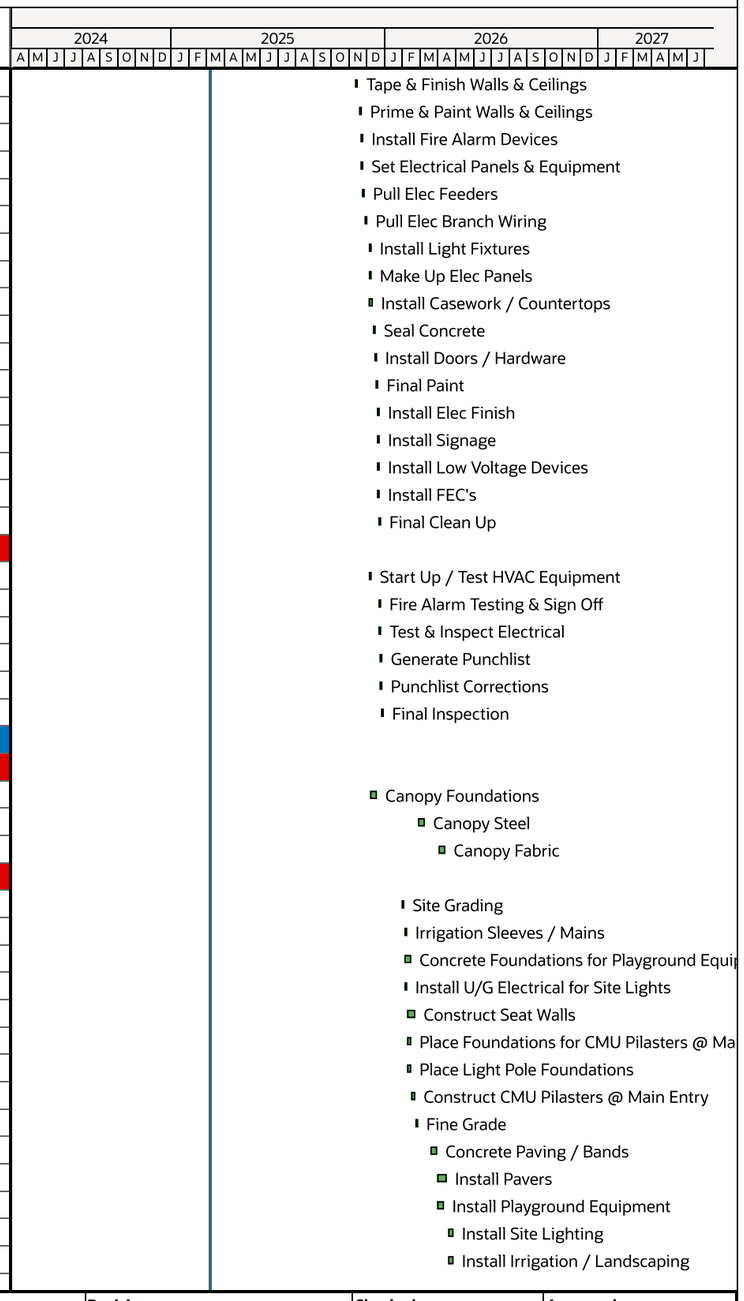


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
TB-1390	Tape & Finish Walls & Ceilings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1400	Prime & Paint Walls & Ceilings	3d	15-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1410	Install Fire Alarm Devices	2d	19-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1420	Set Electrical Panels & Equipment	1d	19-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1430	Pull Elec Feeders	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1440	Pull Elec Branch Wiring	2d	26-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1450	Install Light Fixtures	2d	01-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1460	Make Up Elec Panels	2d	01-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1470	Install Casework / Countertops	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1480	Seal Concrete	2d	09-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1490	Install Doors / Hardware	2d	11-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1500	Final Paint	2d	13-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1510	Install Elec Finish	2d	16-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1520	Install Signage	1d	16-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1530	Install Low Voltage Devices	2d	16-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1540	Install FEC's	1d	16-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1550	Final Clean Up	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		19d	03-Dec-25	24-Dec-25	
TB-1560	Start Up / Test HVAC Equipment	1d	03-Dec-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1570	Fire Alarm Testing & Sign Off	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1580	Test & Inspect Electrical	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1590	Generate Punchlist	1d	20-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1600	Punchlist Corrections	2d	22-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1610	Final Inspection	1d	24-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Family Activity Area		131d	05-Dec-25	08-May-26	
Canopies - Family Activity Area		107d	05-Dec-25	10-Apr-26	
FAM-1000	Canopy Foundations	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1010	Canopy Steel	10d	24-Feb-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1020	Canopy Fabric	10d	31-Mar-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Family Activity Area Plaza		88d	27-Jan-26	08-May-26	
FAM-1030	Site Grading	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1040	Irrigation Sleeves / Mains	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1055	Concrete Foundations for Playground Equipment	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1050	Install U/G Electrical for Site Lights	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1060	Construct Seat Walls	10d	07-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1070	Place Foundations for CMU Pilasters @ Main Entry	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1080	Place Light Pole Foundations	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1090	Construct CMU Pilasters @ Main Entry	5d	13-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1100	Fine Grade	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1110	Concrete Paving / Bands	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1120	Install Pavers	15d	28-Mar-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1130	Install Playground Equipment	10d	28-Mar-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1140	Install Site Lighting	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1150	Install Irrigation / Landscaping	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

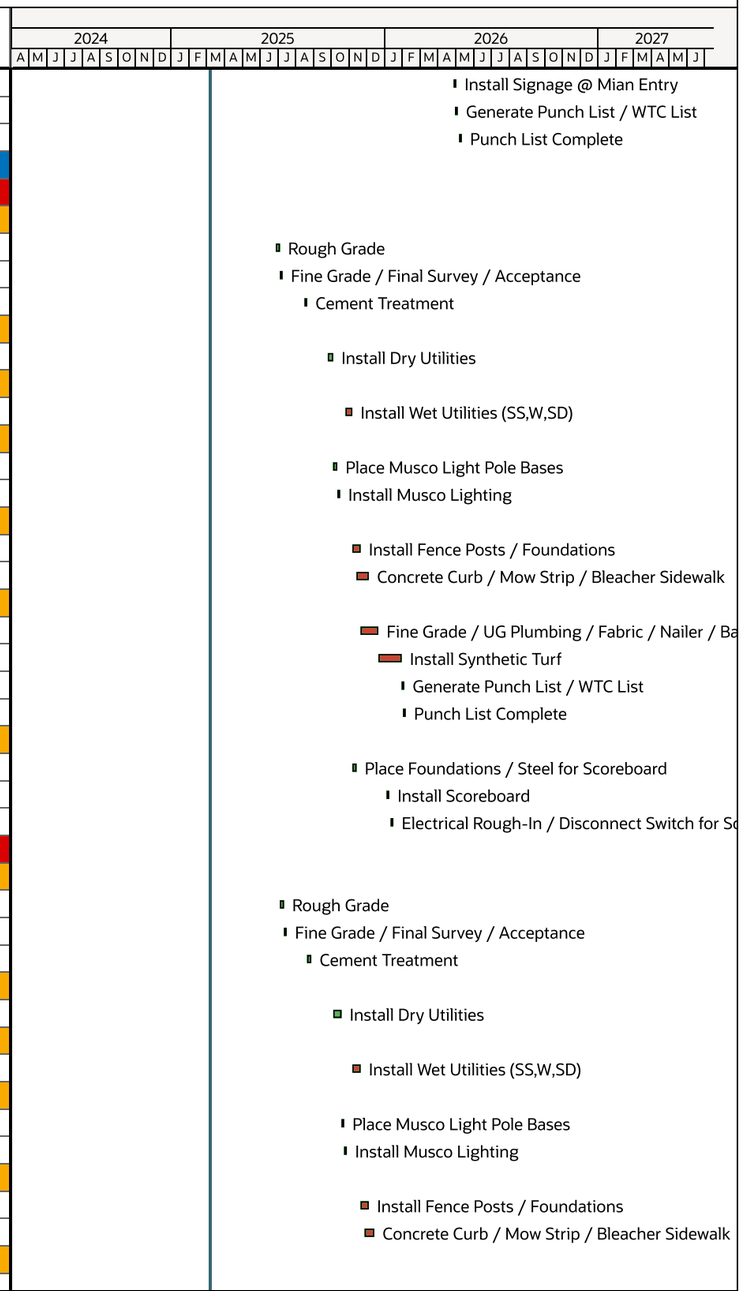


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FAM-1170	Install Signage @ Mian Entry	3d	24-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1180	Generate Punch List / WTC List	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1190	Punch List Complete	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Facilities		275d	25-Jun-25	25-Jul-26	
Baseball Field 2		154d	25-Jun-25	04-Feb-26	
Grading		45d	25-Jun-25	19-Aug-25	
BF-1000	Rough Grade	5d	25-Jun-25	01-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3320	Fine Grade / Final Survey / Acceptance	1d	01-Jul-25	01-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1105	Cement Treatment	5d	13-Aug-25	19-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	22-Sep-25	03-Oct-25	
BF-1020	Install Dry Utilities	10d	22-Sep-25	03-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	24-Oct-25	05-Nov-25	
BF-1010	Install Wet Utilities (SS,W,SD)	10d	24-Oct-25	05-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	03-Oct-25	14-Oct-25	
BF-1030	Place Musco Light Pole Bases	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1040	Install Musco Lighting	5d	09-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	05-Nov-25	01-Dec-25	
BF-1050	Install Fence Posts / Foundations	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1055	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	12-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	18-Nov-25	04-Feb-26	
BF-1060	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	18-Nov-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1070	Install Synthetic Turf	32d	19-Dec-25	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1080	Generate Punch List / WTC List	2d	28-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1090	Punch List Complete	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		55d	05-Nov-25	13-Jan-26	
BF-1100	Place Foundations / Steel for Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1110	Install Scoreboard	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1120	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 1		167d	01-Jul-25	27-Feb-26	
Grading		45d	01-Jul-25	25-Aug-25	
BF-1130	Rough Grade	5d	01-Jul-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3330	Fine Grade / Final Survey / Acceptance	1d	09-Jul-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1135	Cement Treatment	5d	19-Aug-25	25-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	03-Oct-25	15-Oct-25	
BF-1150	Install Dry Utilities	10d	03-Oct-25	15-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	05-Nov-25	18-Nov-25	
BF-1140	Install Wet Utilities (SS,W,SD)	10d	05-Nov-25	18-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	15-Oct-25	25-Oct-25	
BF-1160	Place Musco Light Pole Bases	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1170	Install Musco Lighting	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	18-Nov-25	12-Dec-25	
BF-1180	Install Fence Posts / Foundations	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1185	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	24-Nov-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	13-Dec-25	27-Feb-26	

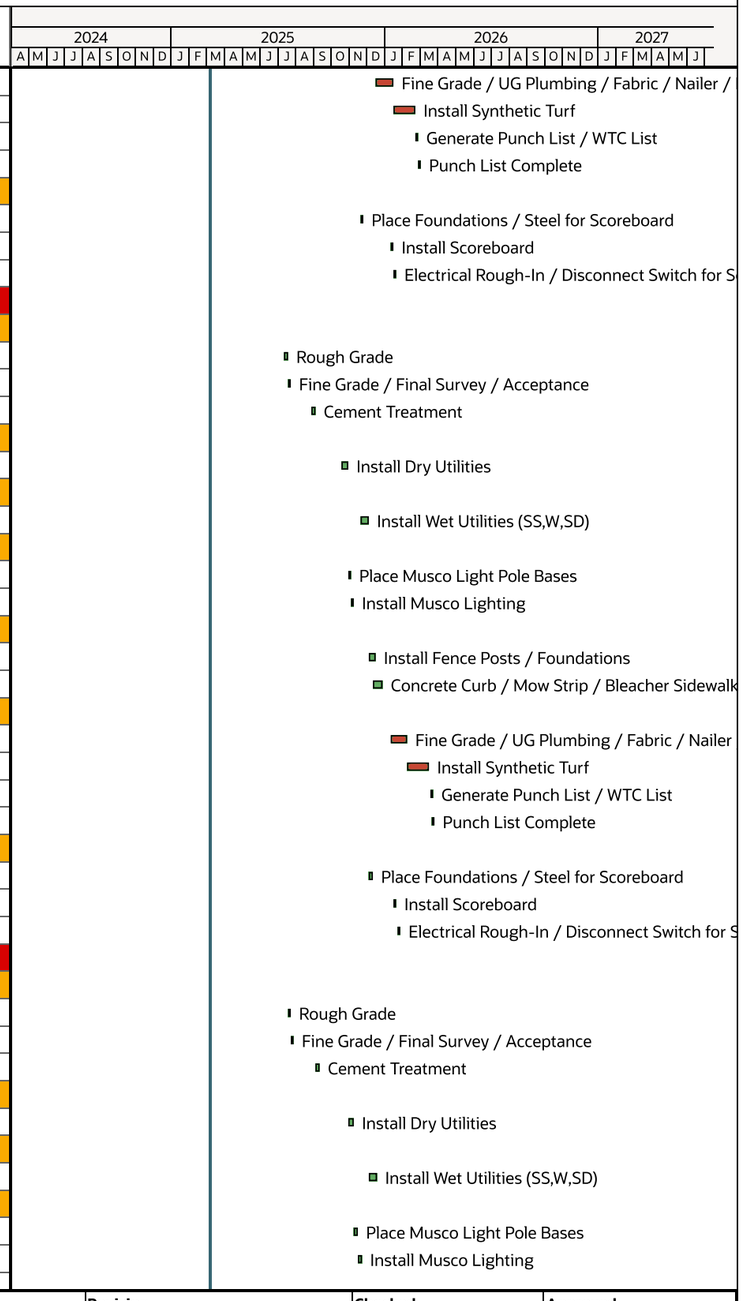


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Tilden-Coil CONSTRUCTORS
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BF-1190	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	13-Dec-25	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1200	Install Synthetic Turf	32d	14-Jan-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1210	Generate Punch List / WTC List	2d	20-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1220	Punch List Complete	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		50d	18-Nov-25	19-Jan-26	
BF-1230	Place Foundations / Steel for Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1240	Install Scoreboard	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1250	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 5		178d	09-Jul-25	23-Mar-26	
Grading		45d	09-Jul-25	02-Sep-25	
BF-1260	Rough Grade	5d	09-Jul-25	15-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3340	Fine Grade / Final Survey / Acceptance	1d	15-Jul-25	15-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1265	Cement Treatment	5d	25-Aug-25	02-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	15-Oct-25	27-Oct-25	
BF-1280	Install Dry Utilities	10d	15-Oct-25	27-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	18-Nov-25	03-Dec-25	
BF-1270	Install Wet Utilities (SS,W,SD)	10d	18-Nov-25	03-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	27-Oct-25	06-Nov-25	
BF-1290	Place Musco Light Pole Bases	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1300	Install Musco Lighting	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	03-Dec-25	26-Dec-25	
BF-1310	Install Fence Posts / Foundations	10d	03-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1315	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	09-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	08-Jan-26	23-Mar-26	
BF-1320	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	08-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1330	Install Synthetic Turf	32d	06-Feb-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1340	Generate Punch List / WTC List	2d	16-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1350	Punch List Complete	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		44d	03-Dec-25	24-Jan-26	
BF-1360	Place Foundations / Steel for Scoreboard	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1370	Install Scoreboard	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1380	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 8		191d	15-Jul-25	15-Apr-26	
Grading		45d	15-Jul-25	08-Sep-25	
BF-1390	Rough Grade	5d	15-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3350	Fine Grade / Final Survey / Acceptance	1d	21-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1395	Cement Treatment	5d	02-Sep-25	08-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Oct-25	07-Nov-25	
BF-1410	Install Dry Utilities	10d	27-Oct-25	07-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	03-Dec-25	15-Dec-25	
BF-1400	Install Wet Utilities (SS,W,SD)	10d	03-Dec-25	15-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	07-Nov-25	19-Nov-25	
BF-1420	Place Musco Light Pole Bases	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1430	Install Musco Lighting	5d	14-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

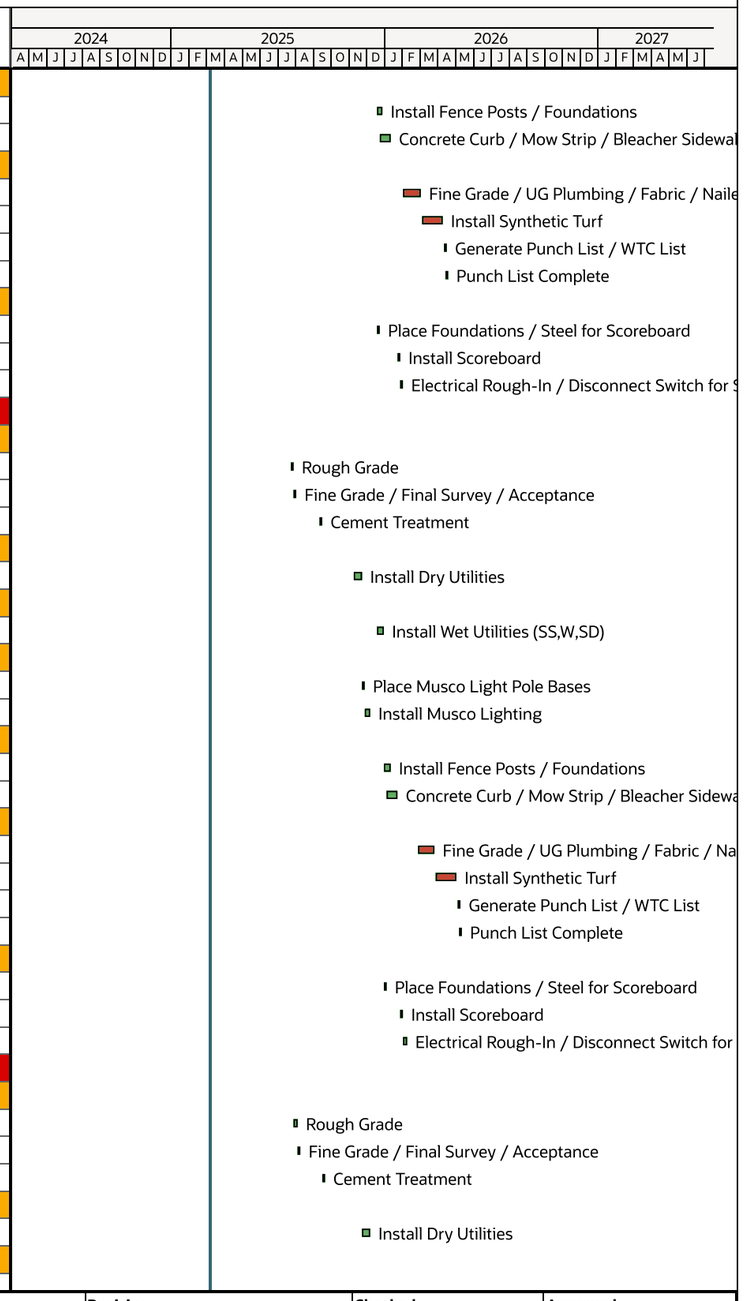


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Tilden-Coil CONSTRUCTORS
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Site Concrete Before Field		20d	15-Dec-25	08-Jan-26	
BF-1440	Install Fence Posts / Foundations	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1445	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	20-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	31-Jan-26	15-Apr-26	
BF-1450	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	31-Jan-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1460	Install Synthetic Turf	32d	02-Mar-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1470	Generate Punch List / WTC List	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1480	Punch List Complete	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		39d	15-Dec-25	30-Jan-26	
BF-1490	Place Foundations / Steel for Scoreboard	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1500	Install Scoreboard	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1510	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 3		204d	21-Jul-25	08-May-26	
Grading		45d	21-Jul-25	13-Sep-25	
BF-1520	Rough Grade	5d	21-Jul-25	26-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3360	Fine Grade / Final Survey / Acceptance	1d	26-Jul-25	26-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1525	Cement Treatment	5d	08-Sep-25	13-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	07-Nov-25	20-Nov-25	
BF-1540	Install Dry Utilities	10d	07-Nov-25	20-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	15-Dec-25	27-Dec-25	
BF-1530	Install Wet Utilities (SS,W,SD)	10d	15-Dec-25	27-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	20-Nov-25	03-Dec-25	
BF-1550	Place Musco Light Pole Bases	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1560	Install Musco Lighting	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	27-Dec-25	20-Jan-26	
BF-1570	Install Fence Posts / Foundations	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1575	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	03-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	24-Feb-26	08-May-26	
BF-1580	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	24-Feb-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1590	Install Synthetic Turf	32d	25-Mar-26	30-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1600	Generate Punch List / WTC List	2d	01-May-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1610	Punch List Complete	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		34d	27-Dec-25	05-Feb-26	
BF-1620	Place Foundations / Steel for Scoreboard	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1630	Install Scoreboard	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1640	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 4		216d	26-Jul-25	02-Jun-26	
Grading		45d	26-Jul-25	19-Sep-25	
BF-1650	Rough Grade	5d	26-Jul-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3370	Fine Grade / Final Survey / Acceptance	1d	01-Aug-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1655	Cement Treatment	5d	13-Sep-25	19-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	20-Nov-25	05-Dec-25	
BF-1670	Install Dry Utilities	10d	20-Nov-25	05-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	27-Dec-25	09-Jan-26	



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BF-1660	Install Wet Utilities (SS,W,SD)	10d	27-Dec-25	09-Jan-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	05-Dec-25	16-Dec-25	
BF-1680	Place Musco Light Pole Bases	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1690	Install Musco Lighting	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	09-Jan-26	31-Jan-26	
BF-1700	Install Fence Posts / Foundations	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1705	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		65d	19-Mar-26	02-Jun-26	
BF-1710	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	19-Mar-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1720	Install Synthetic Turf	32d	17-Apr-26	23-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1730	Generate Punch List / WTC List	2d	26-May-26	27-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1740	Punch List Complete	5d	28-May-26	02-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		29d	09-Jan-26	11-Feb-26	
BF-1750	Place Foundations / Steel for Scoreboard	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1760	Install Scoreboard	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1770	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 6		229d	01-Aug-25	25-Jun-26	
Grading		45d	01-Aug-25	25-Sep-25	
BF-1780	Rough Grade	5d	01-Aug-25	07-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3380	Fine Grade / Final Survey / Acceptance	1d	07-Aug-25	07-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1785	Cement Treatment	5d	19-Sep-25	25-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	05-Dec-25	17-Dec-25	
BF-1800	Install Dry Utilities	10d	05-Dec-25	17-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	09-Jan-26	21-Jan-26	
BF-1790	Install Wet Utilities (SS,W,SD)	10d	09-Jan-26	21-Jan-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	17-Dec-25	29-Dec-25	
BF-1810	Place Musco Light Pole Bases	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1820	Install Musco Lighting	5d	23-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	21-Jan-26	12-Feb-26	
BF-1830	Install Fence Posts / Foundations	10d	21-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1835	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Jan-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		65d	11-Apr-26	25-Jun-26	
BF-1840	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	11-Apr-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1850	Install Synthetic Turf	32d	11-May-26	17-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1860	Generate Punch List / WTC List	2d	18-Jun-26	19-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1870	Punch List Complete	5d	20-Jun-26	25-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		24d	21-Jan-26	17-Feb-26	
BF-1880	Place Foundations / Steel for Scoreboard	5d	21-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1890	Install Scoreboard	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1900	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 7		245d	07-Aug-25	25-Jul-26	
Grading		45d	07-Aug-25	01-Oct-25	
BF-1910	Rough Grade	5d	07-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3390	Fine Grade / Final Survey / Acceptance	1d	13-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays



Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BF-1915	Cement Treatment	5d	25-Sep-25	01-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	17-Dec-25	30-Dec-25	
BF-1930	Install Dry Utilities	10d	17-Dec-25	30-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	21-Jan-26	02-Feb-26	
BF-1920	Install Wet Utilities (SS,W,SD)	10d	21-Jan-26	02-Feb-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	30-Dec-25	10-Jan-26	
BF-1940	Place Musco Light Pole Bases	5d	30-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1950	Install Musco Lighting	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	02-Feb-26	24-Feb-26	
BF-1960	Install Fence Posts / Foundations	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1965	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	07-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		70d	05-May-26	25-Jul-26	
BF-1970	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	05-May-26	03-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1980	Install Synthetic Turf	32d	04-Jun-26	11-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1990	Generate Punch List / WTC List	2d	13-Jul-26	14-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2000	Punch List Complete	10d	15-Jul-26	25-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Batting Cages		31d	05-May-26	09-Jun-26	
BF-2010	Install Chain Link Fence Posts / Foundations	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2020	Install Mesh Enclosures	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2030	Install Turf & Accessories	10d	29-May-26	09-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		19d	02-Feb-26	23-Feb-26	
BF-2040	Place Foundations / Steel for Scoreboard	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2050	Install Scoreboard	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2060	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	18-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Baseball Facilities		99d	09-Jan-26	04-May-26	
Canopies - Baseball Fields 1,2,3,4		89d	09-Jan-26	22-Apr-26	
BF-2070	Canopy Foundations	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2080	Canopy Steel	10d	07-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2090	Canopy Fabric	10d	11-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Baseball Fields 5,6,7,8		79d	02-Feb-26	04-May-26	
BF-2100	Canopy Foundations	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2110	Canopy Steel	10d	19-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2120	Canopy Fabric	10d	23-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Baseball Fields		85d	09-Jan-26	17-Apr-26	
Walls / Concrete Bleachers @ Baseball Fields 1,2,3,4		65d	09-Jan-26	25-Mar-26	
BF-2160	Construct Concrete Walls / Drainage / Backfill	20d	09-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2170	Construct CMU Walls / Drainage / Backfill	20d	09-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2200	Form / Rebar / Pour Concrete Bleachers	40d	21-Jan-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2230	Install Alum Bleachers	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Baseball Fields 5,6,7,8		65d	02-Feb-26	17-Apr-26	
BF-2340	Construct Concrete Walls / Drainage / Backfill	20d	02-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2330	Construct CMU Walls / Drainage / Backfill	20d	02-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2370	Form / Rebar / Pour Concrete Bleachers	40d	13-Feb-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2400	Install Alum Bleachers	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

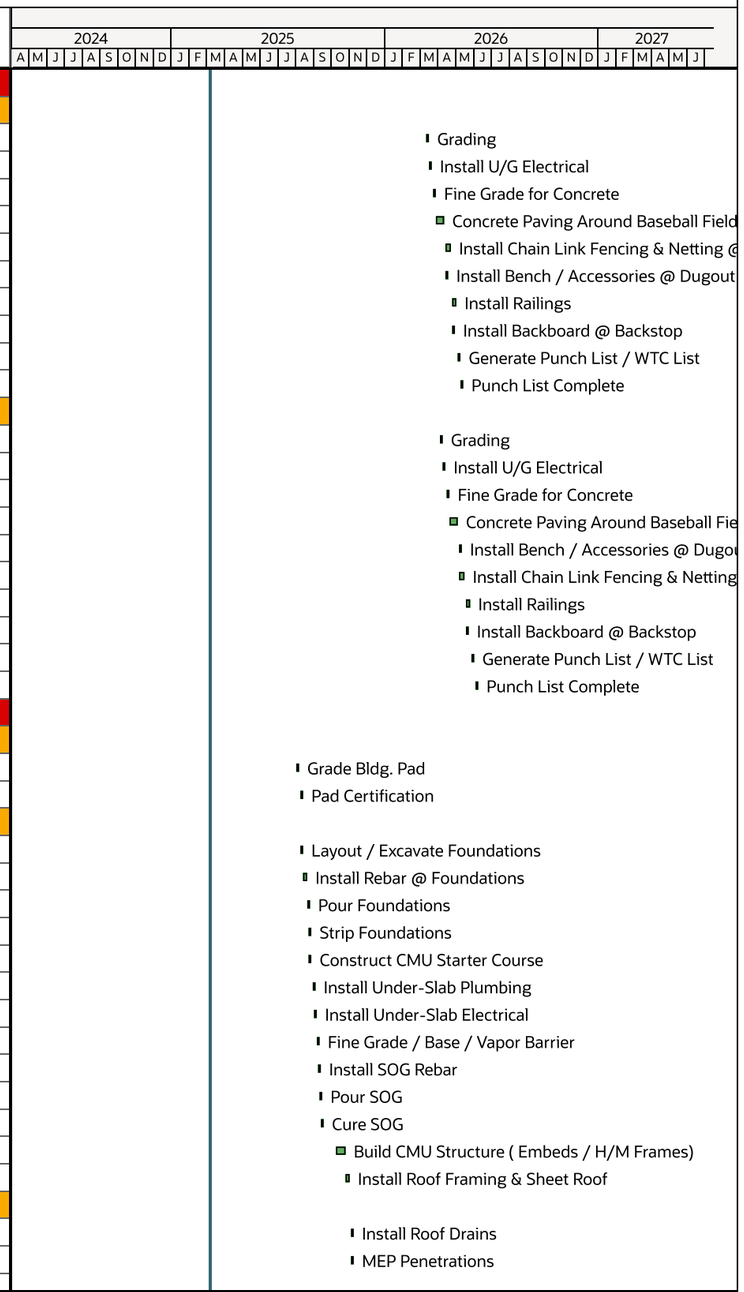


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Seating Area / Dugouts @ Baseball Fields		77d	09-Mar-26	05-Jun-26	
Seating Area / Dugouts @ Fields 1,2,3,4		56d	09-Mar-26	12-May-26	
BF-2130	Grading	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2190	Install U/G Electrical	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2210	Fine Grade for Concrete	4d	20-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2220	Concrete Paving Around Baseball Fields / Dugouts	14d	25-Mar-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2240	Install Chain Link Fencing & Netting @ Backstop/ Outfield	10d	10-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2250	Install Bench / Accessories @ Dugout	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2260	Install Railings	8d	22-Apr-26	30-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2270	Install Backboard @ Backstop	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2280	Generate Punch List / WTC List	5d	01-May-26	06-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2290	Punch List Complete	5d	07-May-26	12-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Dugouts @ Fields 5,6,7,8		57d	01-Apr-26	05-Jun-26	
BF-2300	Grading	5d	01-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2360	Install U/G Electrical	5d	07-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2380	Fine Grade for Concrete	4d	13-Apr-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2390	Concrete Paving Around Baseball Fields / Dugouts	14d	17-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2410	Install Bench / Accessories @ Dugout	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2420	Install Chain Link Fencing & Netting @ Backstop/ Outfield	10d	04-May-26	14-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2430	Install Railings	8d	15-May-26	23-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2440	Install Backboard @ Backstop	5d	15-May-26	20-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2450	Generate Punch List / WTC List	5d	26-May-26	30-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2460	Punch List Complete	5d	01-Jun-26	05-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Baseball Plaza West)		183d	31-Jul-25	21-Apr-26	
Grade Bldg. Pad		6d	31-Jul-25	06-Aug-25	
BBF-1000	Grade Bldg. Pad	5d	31-Jul-25	05-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1010	Pad Certification	1d	06-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		61d	07-Aug-25	31-Oct-25	
BBF-1020	Layout / Excavate Foundations	3d	07-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1030	Install Rebar @ Foundations	7d	11-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1040	Pour Foundations	1d	19-Aug-25	19-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1050	Strip Foundations	1d	20-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1060	Construct CMU Starter Course	5d	21-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1070	Install Under-Slab Plumbing	3d	27-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1080	Install Under-Slab Electrical	3d	30-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1090	Fine Grade / Base / Vapor Barrier	2d	04-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1100	Install SOG Rebar	2d	06-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1110	Pour SOG	1d	09-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1120	Cure SOG	3d	10-Sep-25	12-Sep-25	7x8, no holidays - 7x8, no holidays
BBF-1130	Build CMU Structure (Embeds / H/M Frames)	15d	07-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1140	Install Roof Framing & Sheet Roof	7d	24-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		60d	01-Nov-25	15-Jan-26	
BBF-1150	Install Roof Drains	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1160	MEP Penetrations	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

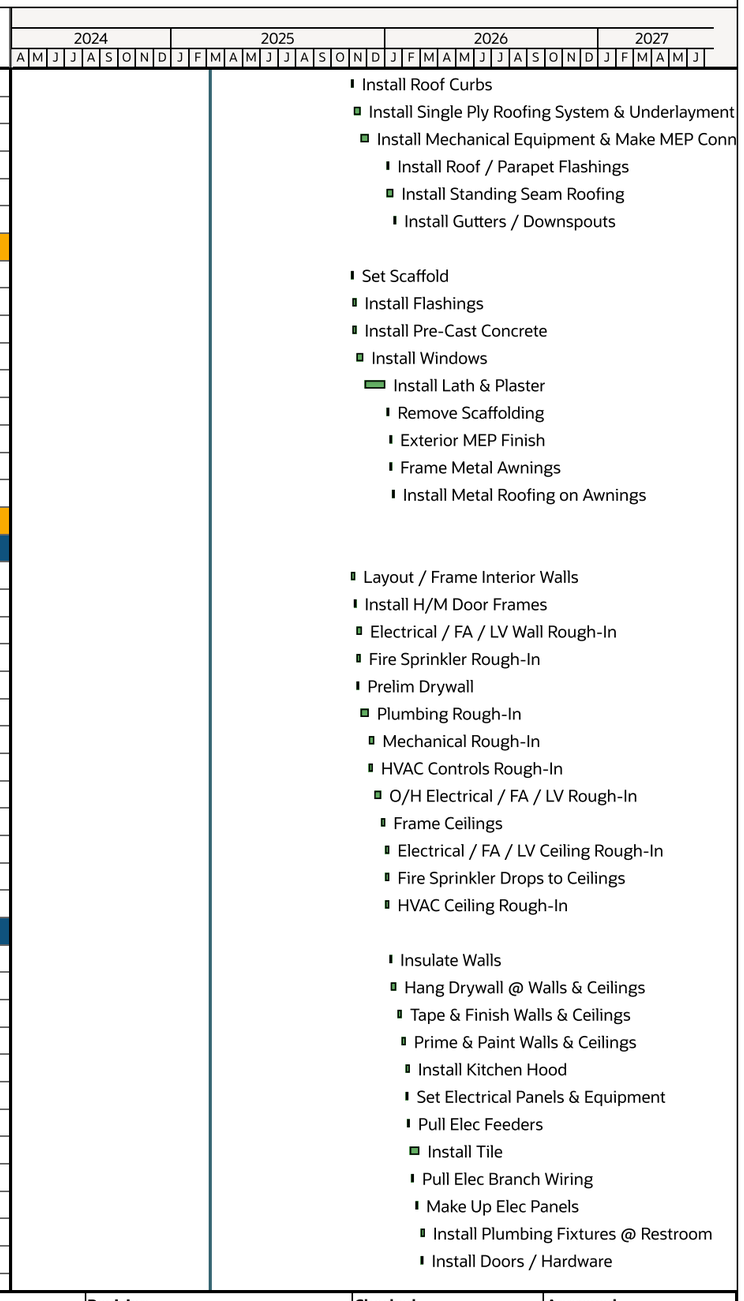


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-1170	Install Roof Curbs	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	07-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1190	Install Mechanical Equipment & Make MEP Connections	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1200	Install Roof / Parapet Flashings	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1210	Install Standing Seam Roofing	10d	02-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1220	Install Gutters / Downspouts	2d	14-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	01-Nov-25	16-Jan-26	
BBF-1230	Set Scaffold	3d	01-Nov-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1240	Install Flashings	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1250	Install Pre-Cast Concrete	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1260	Install Windows	10d	12-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1270	Install Lath & Plaster	30d	24-Nov-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1280	Remove Scaffolding	3d	02-Jan-26	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1290	Exterior MEP Finish	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1300	Frame Metal Awnings	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1310	Install Metal Roofing on Awnings	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	01-Nov-25	08-Apr-26	
Framing / MEP Rough-In		52d	01-Nov-25	06-Jan-26	
BBF-1320	Layout / Frame Interior Walls	7d	01-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1330	Install H/M Door Frames	3d	06-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1340	Electrical / FA / LV Wall Rough-In	10d	10-Nov-25	21-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1350	Fire Sprinkler Rough-In	7d	10-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1360	Prelim Drywall	5d	10-Nov-25	15-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1370	Plumbing Rough-In	10d	19-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1380	Mechanical Rough-In	8d	03-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1390	HVAC Controls Rough-In	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1400	O/H Electrical / FA / LV Rough-In	10d	12-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1410	Frame Ceilings	5d	24-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1420	Electrical / FA / LV Ceiling Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1430	Fire Sprinkler Drops to Ceilings	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1440	HVAC Ceiling Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	07-Jan-26	08-Apr-26	
BBF-1450	Insulate Walls	3d	07-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1460	Hang Drywall @ Walls & Ceilings	8d	10-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1470	Tape & Finish Walls & Ceilings	8d	20-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1480	Prime & Paint Walls & Ceilings	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1490	Install Kitchen Hood	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1500	Set Electrical Panels & Equipment	2d	04-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1510	Pull Elec Feeders	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1520	Install Tile	15d	10-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1530	Pull Elec Branch Wiring	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1540	Make Up Elec Panels	5d	18-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1550	Install Plumbing Fixtures @ Restroom	8d	27-Feb-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1560	Install Doors / Hardware	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

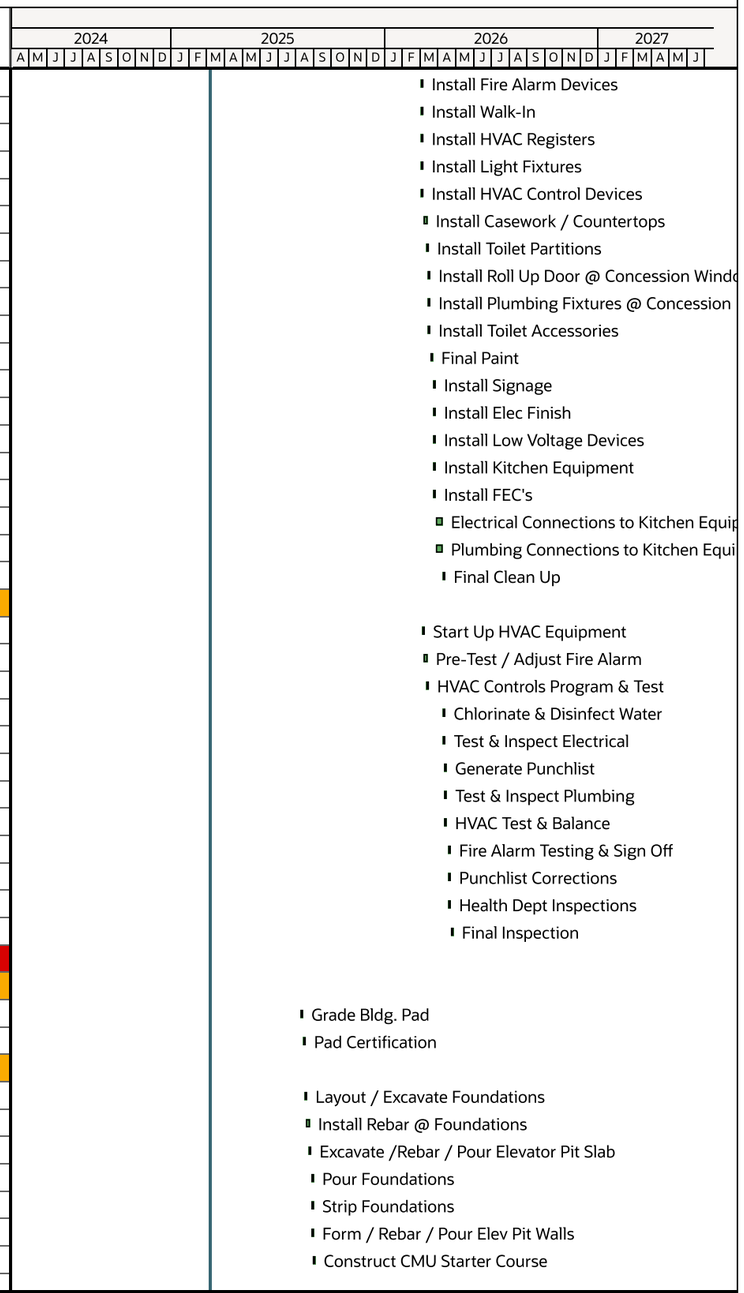


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Tilden-Coil CONSTRUCTORS
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ID	Name	Dur	Start	Finish	Calendar
BBF-1570	Install Fire Alarm Devices	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1580	Install Walk-In	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1590	Install HVAC Registers	3d	27-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1600	Install Light Fixtures	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1610	Install HVAC Control Devices	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1620	Install Casework / Countertops	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1630	Install Toilet Partitions	3d	09-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1640	Install Roll Up Door @ Concession Window	3d	11-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1650	Install Plumbing Fixtures @ Concession	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1660	Install Toilet Accessories	3d	12-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1670	Final Paint	3d	17-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1680	Install Signage	2d	20-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1690	Install Elec Finish	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1700	Install Low Voltage Devices	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1710	Install Kitchen Equipment	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1720	Install FEC's	2d	20-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1730	Electrical Connections to Kitchen Equip	10d	26-Mar-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1740	Plumbing Connections to Kitchen Equip	10d	26-Mar-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1750	Final Clean Up	2d	07-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	03-Mar-26	21-Apr-26	
BBF-1760	Start Up HVAC Equipment	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1770	Pre-Test / Adjust Fire Alarm	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1780	HVAC Controls Program & Test	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1790	Chlorinate & Disinfect Water	2d	07-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1800	Test & Inspect Electrical	5d	07-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1810	Generate Punchlist	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1820	Test & Inspect Plumbing	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1830	HVAC Test & Balance	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1840	Fire Alarm Testing & Sign Off	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1850	Punchlist Corrections	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1860	Health Dept Inspections	2d	15-Apr-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1870	Final Inspection	1d	21-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. A Concession Bldg. (Baseball Plaza)		193d	06-Aug-25	11-May-26	
Grade Bldg. Pad		6d	06-Aug-25	12-Aug-25	
ABF-1000	Grade Bldg. Pad	5d	06-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1010	Pad Certification	1d	12-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		94d	13-Aug-25	29-Dec-25	
ABF-1020	Layout / Excavate Foundations	3d	13-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1030	Install Rebar @ Foundations	7d	16-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1040	Excavate /Rebar / Pour Elevator Pit Slab	3d	22-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1050	Pour Foundations	1d	25-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1060	Strip Foundations	1d	26-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1070	Form / Rebar / Pour Elev Pit Walls	3d	26-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1080	Construct CMU Starter Course	5d	27-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days

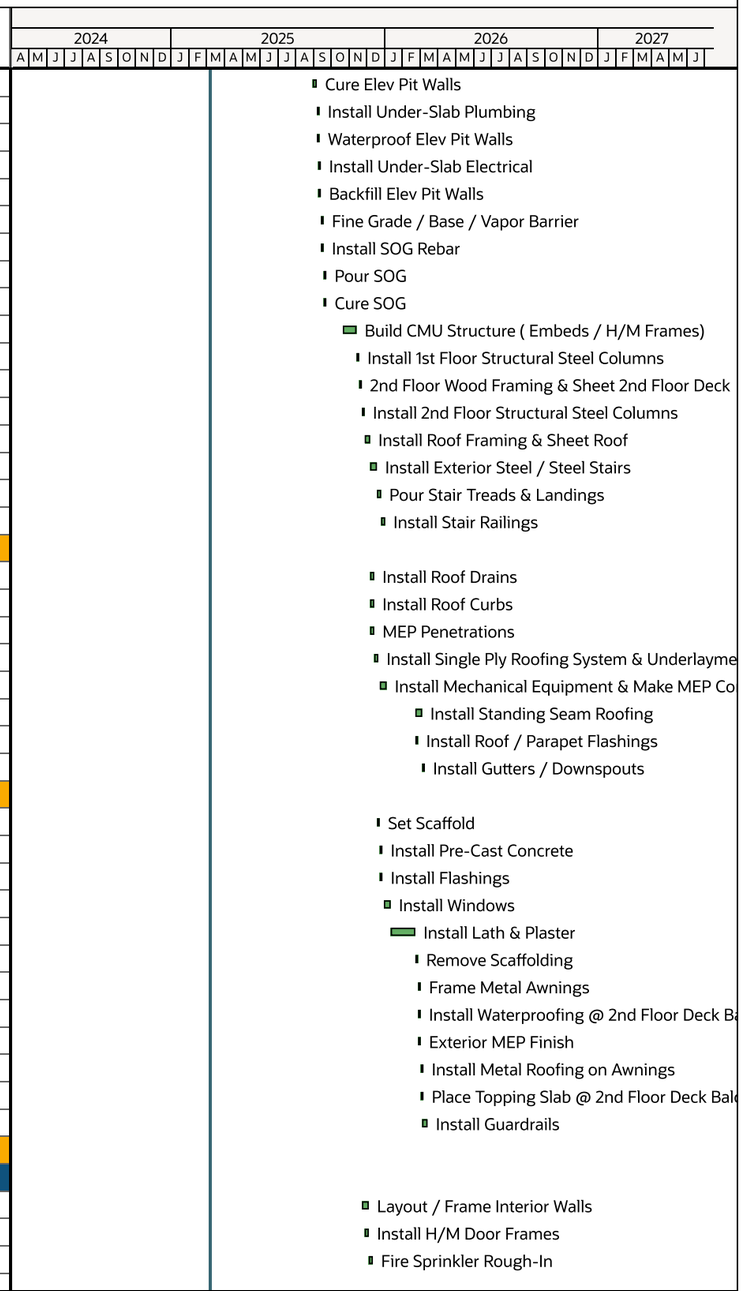


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1090	Cure Elev Pit Walls	7d	29-Aug-25	04-Sep-25	7x8, no holidays - 7x8, no holidays
ABF-1100	Install Under-Slab Plumbing	3d	03-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1110	Waterproof Elev Pit Walls	1d	05-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1120	Install Under-Slab Electrical	3d	06-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1130	Backfill Elev Pit Walls	1d	06-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1140	Fine Grade / Base / Vapor Barrier	2d	10-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1150	Install SOG Rebar	2d	12-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1160	Pour SOG	1d	15-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1170	Cure SOG	3d	16-Sep-25	18-Sep-25	7x8, no holidays - 7x8, no holidays
ABF-1180	Build CMU Structure (Embeds / H/M Frames)	20d	18-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1190	Install 1st Floor Structural Steel Columns	3d	12-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1200	2nd Floor Wood Framing & Sheet 2nd Floor Deck	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1210	Install 2nd Floor Structural Steel Columns	3d	21-Nov-25	24-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1220	Install Roof Framing & Sheet Roof	7d	25-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1230	Install Exterior Steel / Steel Stairs	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1240	Pour Stair Treads & Landings	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1250	Install Stair Railings	5d	23-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		77d	05-Dec-25	06-Mar-26	
ABF-1260	Install Roof Drains	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1270	Install Roof Curbs	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1280	MEP Penetrations	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1290	Install Single Ply Roofing System & Underlayment for SS Roof	8d	11-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1300	Install Mechanical Equipment & Make MEP Connections	10d	20-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1310	Install Standing Seam Roofing	10d	19-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1320	Install Roof / Parapet Flashings	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1330	Install Gutters / Downspouts	4d	03-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		71d	17-Dec-25	11-Mar-26	
ABF-1340	Set Scaffold	3d	17-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1350	Install Pre-Cast Concrete	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1360	Install Flashings	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1370	Install Windows	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1380	Install Lath & Plaster	35d	09-Jan-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1390	Remove Scaffolding	3d	19-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1400	Frame Metal Awnings	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1410	Install Waterproofing @ 2nd Floor Deck Balcony	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1420	Exterior MEP Finish	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1430	Install Metal Roofing on Awnings	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1440	Place Topping Slab @ 2nd Floor Deck Balcony	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1450	Install Guardrails	8d	03-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		131d	21-Nov-25	27-Apr-26	
Framing / MEP Rough-In		52d	21-Nov-25	24-Jan-26	
ABF-1460	Layout / Frame Interior Walls	7d	21-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1470	Install H/M Door Frames	3d	26-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1480	Fire Sprinkler Rough-In	7d	02-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

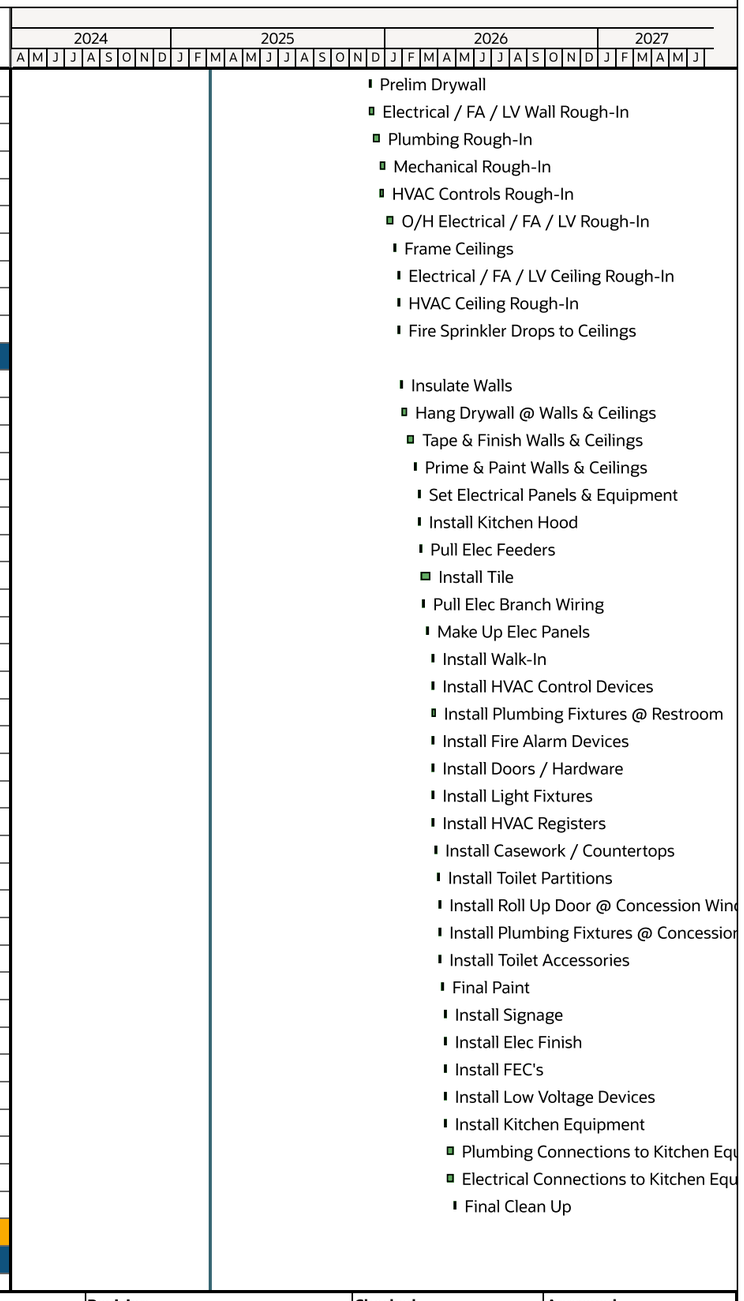


Current
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1490	Prelim Drywall	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1500	Electrical / FA / LV Wall Rough-In	10d	02-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1510	Plumbing Rough-In	10d	10-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1520	Mechanical Rough-In	8d	22-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1530	HVAC Controls Rough-In	5d	22-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1540	O/H Electrical / FA / LV Rough-In	10d	02-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1550	Frame Ceilings	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1560	Electrical / FA / LV Ceiling Rough-In	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1570	HVAC Ceiling Rough-In	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1580	Fire Sprinkler Drops to Ceilings	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	26-Jan-26	27-Apr-26	
ABF-1590	Insulate Walls	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1600	Hang Drywall @ Walls & Ceilings	8d	29-Jan-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1610	Tape & Finish Walls & Ceilings	8d	07-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1620	Prime & Paint Walls & Ceilings	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1630	Set Electrical Panels & Equipment	2d	23-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1640	Install Kitchen Hood	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1650	Pull Elec Feeders	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1660	Install Tile	15d	28-Feb-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1670	Pull Elec Branch Wiring	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1680	Make Up Elec Panels	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1690	Install Walk-In	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1700	Install HVAC Control Devices	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1710	Install Plumbing Fixtures @ Restroom	8d	18-Mar-26	26-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1720	Install Fire Alarm Devices	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1730	Install Doors / Hardware	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1740	Install Light Fixtures	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1750	Install HVAC Registers	3d	18-Mar-26	20-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1760	Install Casework / Countertops	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1770	Install Toilet Partitions	3d	27-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1780	Install Roll Up Door @ Concession Window	3d	30-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1790	Install Plumbing Fixtures @ Concession	5d	30-Mar-26	03-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1800	Install Toilet Accessories	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1810	Final Paint	3d	04-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1820	Install Signage	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1830	Install Elec Finish	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1840	Install FEC's	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1850	Install Low Voltage Devices	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1860	Install Kitchen Equipment	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1870	Plumbing Connections to Kitchen Equip	10d	14-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1880	Electrical Connections to Kitchen Equip	10d	14-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1890	Final Clean Up	2d	25-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
2nd Floor Interior		122d	05-Dec-25	28-Apr-26	
Framing / MEP Rough-In		52d	05-Dec-25	05-Feb-26	

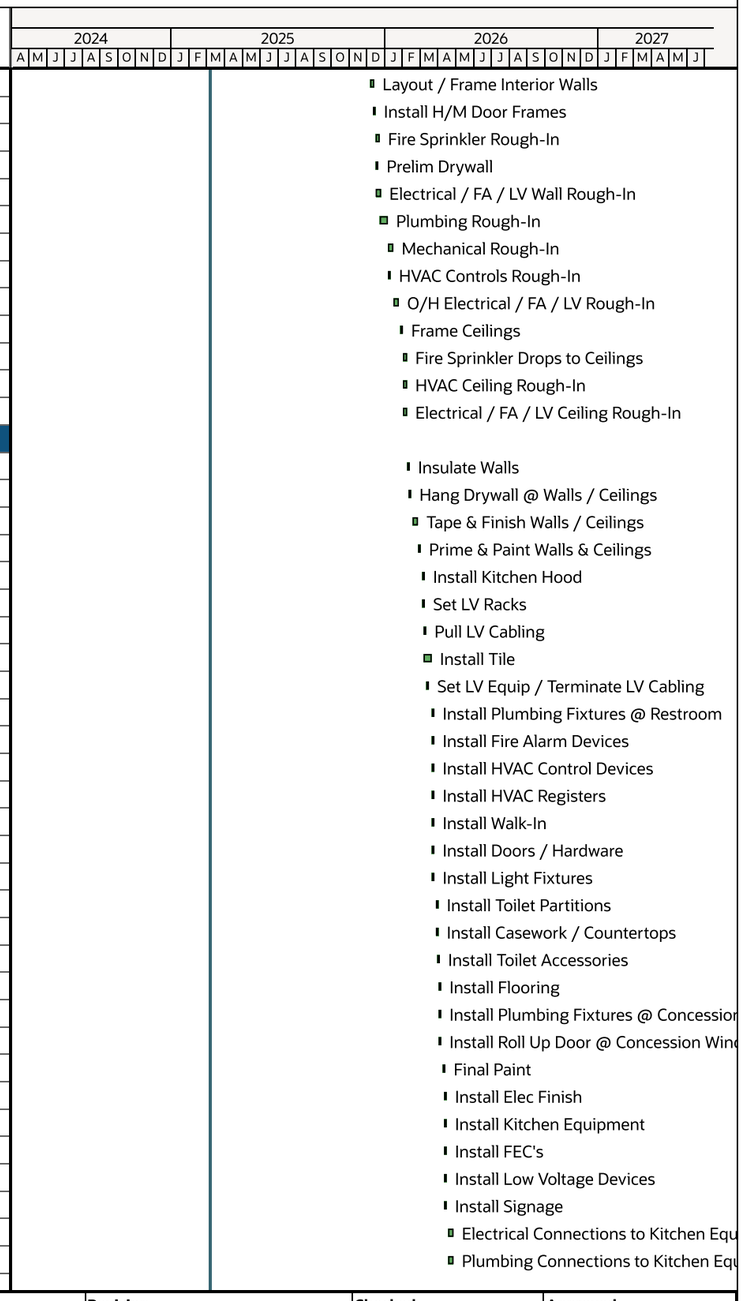


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1900	Layout / Frame Interior Walls	7d	05-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1910	Install H/M Door Frames	3d	10-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1920	Fire Sprinkler Rough-In	7d	13-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1930	Prelim Drywall	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1940	Electrical / FA / LV Wall Rough-In	10d	13-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1950	Plumbing Rough-In	10d	22-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1960	Mechanical Rough-In	8d	05-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1970	HVAC Controls Rough-In	5d	05-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1980	O/H Electrical / FA / LV Rough-In	10d	14-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1990	Frame Ceilings	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2000	Fire Sprinkler Drops to Ceilings	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2010	HVAC Ceiling Rough-In	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2020	Electrical / FA / LV Ceiling Rough-In	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		70d	06-Feb-26	28-Apr-26	
ABF-2030	Insulate Walls	2d	06-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2040	Hang Drywall @ Walls / Ceilings	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2050	Tape & Finish Walls / Ceilings	8d	14-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2060	Prime & Paint Walls & Ceilings	5d	24-Feb-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2070	Install Kitchen Hood	3d	02-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2080	Set LV Racks	2d	02-Mar-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2090	Pull LV Cabling	5d	04-Mar-26	09-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2100	Install Tile	12d	05-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2110	Set LV Equip / Terminate LV Cabling	5d	10-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2120	Install Plumbing Fixtures @ Restroom	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2130	Install Fire Alarm Devices	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2140	Install HVAC Control Devices	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2150	Install HVAC Registers	3d	19-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2160	Install Walk-In	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2170	Install Doors / Hardware	3d	19-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2180	Install Light Fixtures	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2190	Install Toilet Partitions	3d	25-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2200	Install Casework / Countertops	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2210	Install Toilet Accessories	3d	28-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2220	Install Flooring	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2230	Install Plumbing Fixtures @ Concession	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2240	Install Roll Up Door @ Concession Window	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2250	Final Paint	3d	06-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2260	Install Elec Finish	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2270	Install Kitchen Equipment	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2280	Install FEC's	2d	09-Apr-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2290	Install Low Voltage Devices	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2300	Install Signage	3d	09-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2310	Electrical Connections to Kitchen Equip	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2320	Plumbing Connections to Kitchen Equip	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

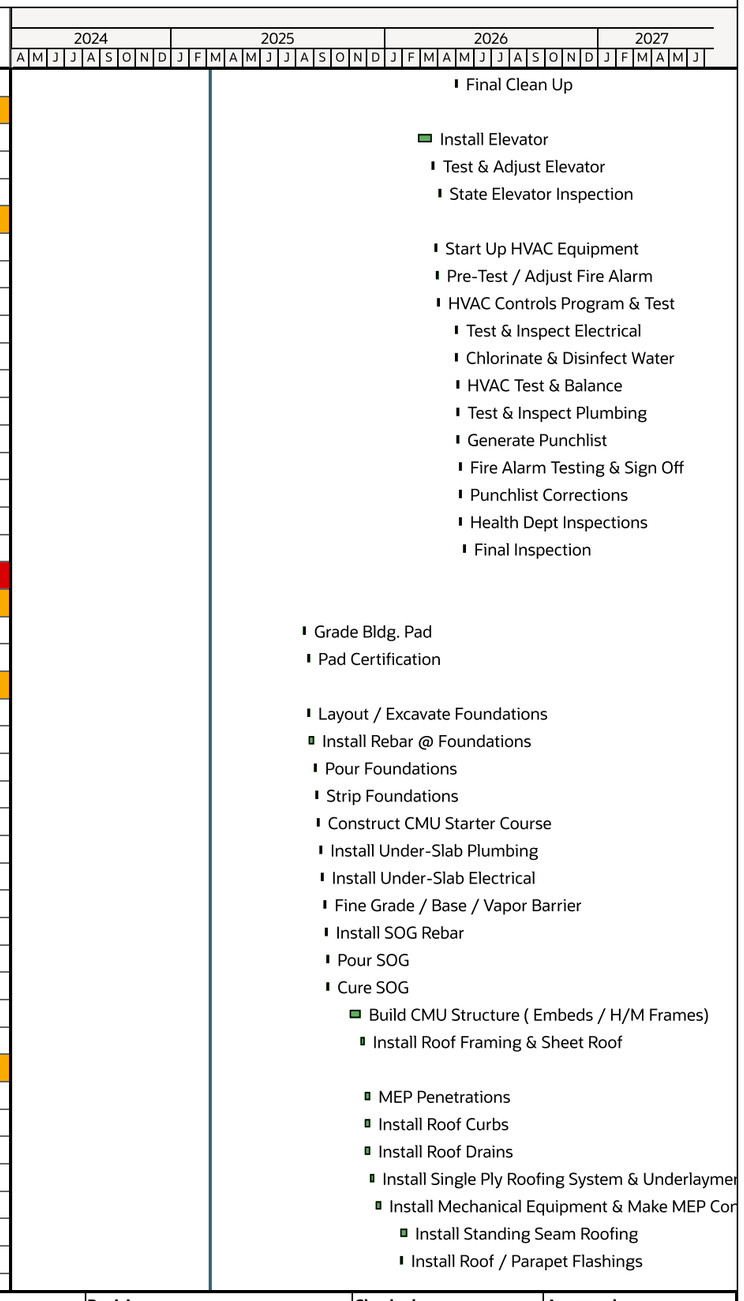


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-2330	Final Clean Up	2d	27-Apr-26	28-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Elevator		35d	24-Feb-26	04-Apr-26	
ABF-2340	Install Elevator	20d	24-Feb-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2350	Test & Adjust Elevator	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2360	State Elevator Inspection	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	23-Mar-26	11-May-26	
ABF-2370	Start Up HVAC Equipment	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2380	Pre-Test / Adjust Fire Alarm	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2390	HVAC Controls Program & Test	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2400	Test & Inspect Electrical	5d	27-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2410	Chlorinate & Disinfect Water	2d	27-Apr-26	28-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2420	HVAC Test & Balance	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2430	Test & Inspect Plumbing	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2440	Generate Punchlist	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2450	Fire Alarm Testing & Sign Off	5d	05-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2460	Punchlist Corrections	5d	05-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2470	Health Dept Inspections	2d	05-May-26	06-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2480	Final Inspection	1d	11-May-26	11-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Baseball Plaza East)		192d	12-Aug-25	14-May-26	
Grade Bldg. Pad		6d	12-Aug-25	18-Aug-25	
BBF-2000	Grade Bldg. Pad	5d	12-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2010	Pad Certification	1d	18-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		69d	19-Aug-25	25-Nov-25	
BBF-2020	Layout / Excavate Foundations	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2030	Install Rebar @ Foundations	7d	22-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2040	Pour Foundations	1d	30-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2050	Strip Foundations	1d	02-Sep-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2060	Construct CMU Starter Course	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2070	Install Under-Slab Plumbing	3d	09-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2080	Install Under-Slab Electrical	3d	12-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2090	Fine Grade / Base / Vapor Barrier	2d	16-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2100	Install SOG Rebar	2d	18-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2110	Pour SOG	1d	20-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2120	Cure SOG	3d	21-Sep-25	23-Sep-25	7x8, no holidays - 7x8, no holidays
BBF-2130	Build CMU Structure (Embeds / H/M Frames)	15d	30-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2140	Install Roof Framing & Sheet Roof	7d	18-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		62d	26-Nov-25	10-Feb-26	
BBF-2150	MEP Penetrations	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2160	Install Roof Curbs	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2170	Install Roof Drains	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	04-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2190	Install Mechanical Equipment & Make MEP Connections	10d	13-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2200	Install Standing Seam Roofing	10d	26-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2210	Install Roof / Parapet Flashings	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

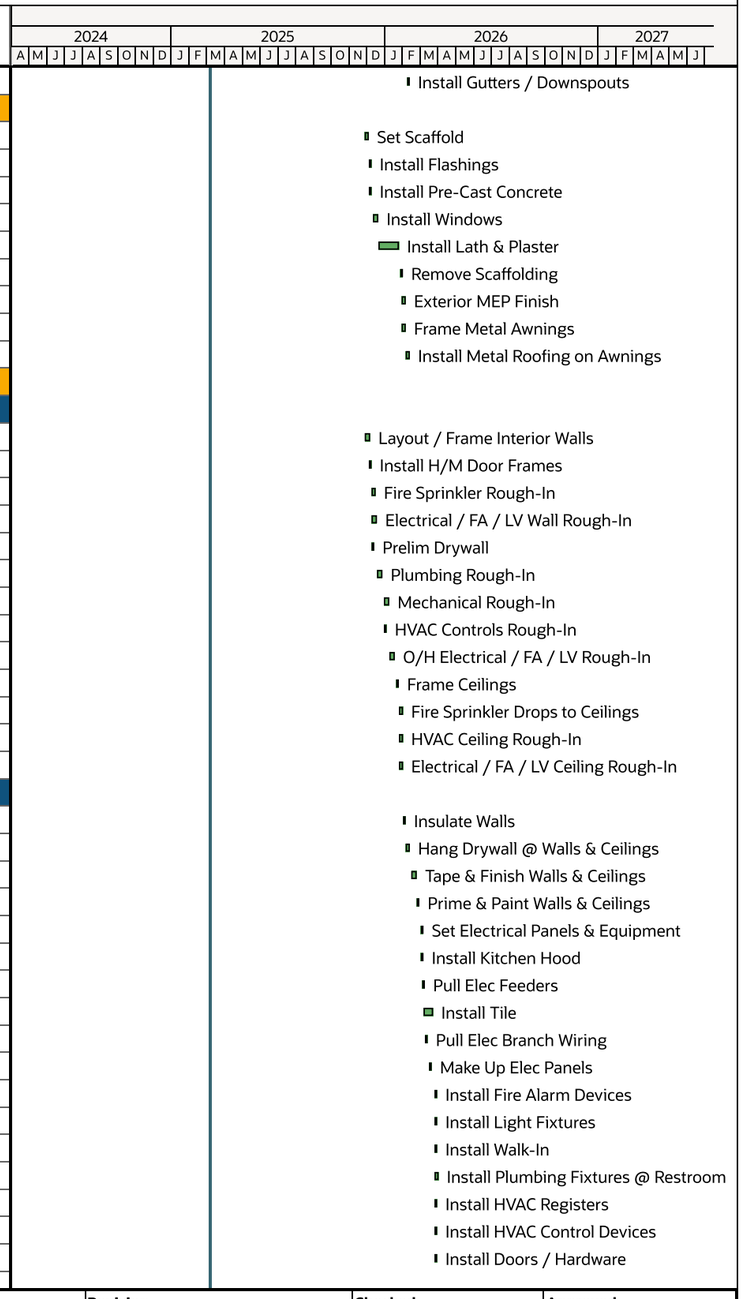


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-2220	Install Gutters / Downspouts	4d	06-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	26-Nov-25	09-Feb-26	
BBF-2230	Set Scaffold	3d	26-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2240	Install Flashings	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2250	Install Pre-Cast Concrete	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2260	Install Windows	10d	08-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2270	Install Lath & Plaster	30d	19-Dec-25	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2280	Remove Scaffolding	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2290	Exterior MEP Finish	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2300	Frame Metal Awnings	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2310	Install Metal Roofing on Awnings	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	26-Nov-25	01-May-26	
Framing / MEP Rough-In		52d	26-Nov-25	29-Jan-26	
BBF-2320	Layout / Frame Interior Walls	7d	26-Nov-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2330	Install H/M Door Frames	3d	03-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2340	Fire Sprinkler Rough-In	7d	06-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2350	Electrical / FA / LV Wall Rough-In	10d	06-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2360	Prelim Drywall	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2370	Plumbing Rough-In	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2380	Mechanical Rough-In	8d	27-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2390	HVAC Controls Rough-In	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2400	O/H Electrical / FA / LV Rough-In	10d	07-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2410	Frame Ceilings	5d	19-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2420	Fire Sprinkler Drops to Ceilings	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2430	HVAC Ceiling Rough-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2440	Electrical / FA / LV Ceiling Rough-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	30-Jan-26	01-May-26	
BBF-2450	Insulate Walls	3d	30-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2460	Hang Drywall @ Walls & Ceilings	8d	03-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2470	Tape & Finish Walls & Ceilings	8d	12-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2480	Prime & Paint Walls & Ceilings	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2490	Set Electrical Panels & Equipment	2d	27-Feb-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2500	Install Kitchen Hood	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2510	Pull Elec Feeders	5d	02-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2520	Install Tile	15d	05-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2530	Pull Elec Branch Wiring	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2540	Make Up Elec Panels	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2550	Install Fire Alarm Devices	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2560	Install Light Fixtures	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2570	Install Walk-In	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2580	Install Plumbing Fixtures @ Restroom	8d	23-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2590	Install HVAC Registers	3d	23-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2600	Install HVAC Control Devices	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2610	Install Doors / Hardware	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

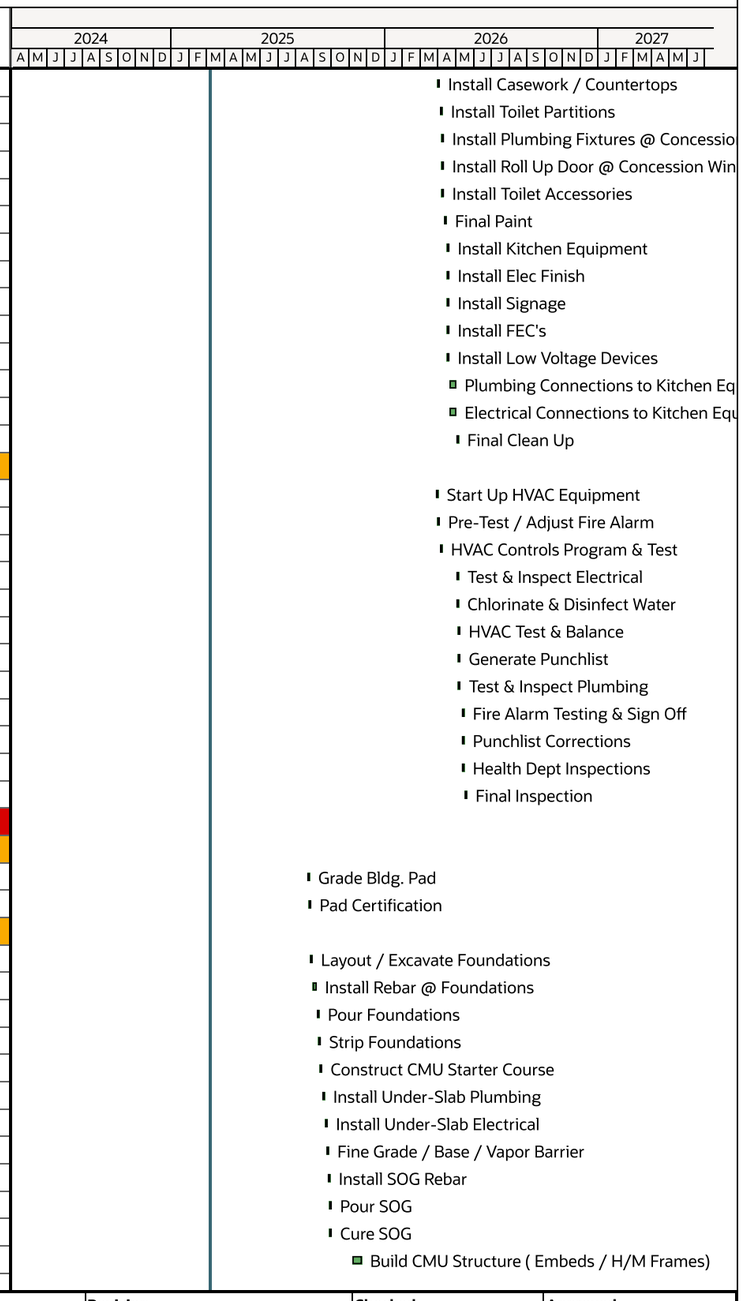


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-2620	Install Casework / Countertops	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2630	Install Toilet Partitions	3d	01-Apr-26	03-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2640	Install Plumbing Fixtures @ Concession	5d	03-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2650	Install Roll Up Door @ Concession Window	3d	03-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2660	Install Toilet Accessories	3d	04-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2670	Final Paint	3d	09-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2680	Install Kitchen Equipment	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2690	Install Elec Finish	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2700	Install Signage	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2710	Install FEC's	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2720	Install Low Voltage Devices	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2730	Plumbing Connections to Kitchen Equip	10d	18-Apr-26	29-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2740	Electrical Connections to Kitchen Equip	10d	18-Apr-26	29-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2750	Final Clean Up	2d	30-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	26-Mar-26	14-May-26	
BBF-2760	Start Up HVAC Equipment	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2770	Pre-Test / Adjust Fire Alarm	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2780	HVAC Controls Program & Test	5d	01-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2790	Test & Inspect Electrical	5d	30-Apr-26	05-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2800	Chlorinate & Disinfect Water	2d	30-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2810	HVAC Test & Balance	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2820	Generate Punchlist	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2830	Test & Inspect Plumbing	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2840	Fire Alarm Testing & Sign Off	5d	08-May-26	13-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2850	Punchlist Corrections	5d	08-May-26	13-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2860	Health Dept Inspections	2d	08-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2870	Final Inspection	1d	14-May-26	14-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Food Service Building		175d	18-Aug-25	27-Apr-26	
Grade Bldg. Pad		5d	18-Aug-25	22-Aug-25	
FS-1000	Grade Bldg. Pad	4d	18-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1010	Pad Certification	1d	22-Aug-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		66d	23-Aug-25	29-Nov-25	
FS-1020	Layout / Excavate Foundations	3d	23-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1030	Install Rebar @ Foundations	7d	27-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1040	Pour Foundations	1d	05-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1050	Strip Foundations	1d	06-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1060	Construct CMU Starter Course	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1070	Install Under-Slab Plumbing	3d	13-Sep-25	16-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1080	Install Under-Slab Electrical	3d	17-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1090	Fine Grade / Base / Vapor Barrier	2d	20-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1100	Install SOG Rebar	2d	23-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1110	Pour SOG	1d	25-Sep-25	25-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1120	Cure SOG	3d	26-Sep-25	28-Sep-25	7x8, no holidays - 7x8, no holidays
FS-1130	Build CMU Structure (Embeds / H/M Frames)	12d	05-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

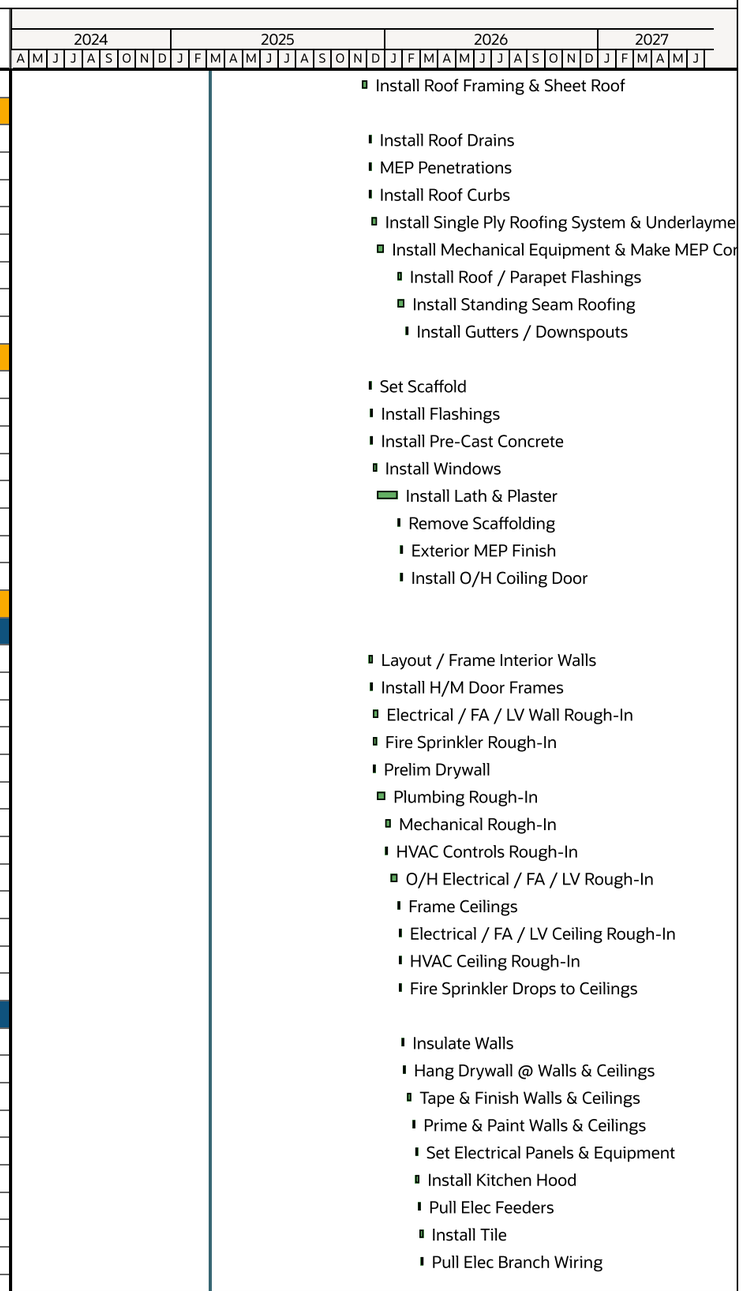


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FS-1140	Install Roof Framing & Sheet Roof	7d	20-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		56d	01-Dec-25	05-Feb-26	
FS-1150	Install Roof Drains	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1160	MEP Penetrations	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1170	Install Roof Curbs	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	06-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1190	Install Mechanical Equipment & Make MEP Connections	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1200	Install Roof / Parapet Flashings	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1210	Install Standing Seam Roofing	10d	22-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1220	Install Gutters / Downspouts	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		51d	01-Dec-25	30-Jan-26	
FS-1230	Set Scaffold	3d	01-Dec-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1240	Install Flashings	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1250	Install Pre-Cast Concrete	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1260	Install Windows	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1270	Install Lath & Plaster	30d	16-Dec-25	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1280	Remove Scaffolding	3d	22-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1290	Exterior MEP Finish	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1300	Install O/H Coiling Door	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		114d	01-Dec-25	14-Apr-26	
Framing / MEP Rough-In		47d	01-Dec-25	26-Jan-26	
FS-1310	Layout / Frame Interior Walls	7d	01-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1320	Install H/M Door Frames	3d	05-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1330	Electrical / FA / LV Wall Rough-In	10d	09-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1340	Fire Sprinkler Rough-In	7d	09-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1350	Prelim Drywall	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1360	Plumbing Rough-In	10d	17-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1370	Mechanical Rough-In	8d	30-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1380	HVAC Controls Rough-In	5d	30-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1390	O/H Electrical / FA / LV Rough-In	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1400	Frame Ceilings	2d	21-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1410	Electrical / FA / LV Ceiling Rough-In	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1420	HVAC Ceiling Rough-In	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1430	Fire Sprinkler Drops to Ceilings	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		67d	27-Jan-26	14-Apr-26	
FS-1440	Insulate Walls	3d	27-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1450	Hang Drywall @ Walls & Ceilings	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1460	Tape & Finish Walls & Ceilings	8d	05-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1470	Prime & Paint Walls & Ceilings	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1480	Set Electrical Panels & Equipment	2d	20-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1490	Install Kitchen Hood	5d	20-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1500	Pull Elec Feeders	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1510	Install Tile	7d	26-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1520	Pull Elec Branch Wiring	4d	28-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

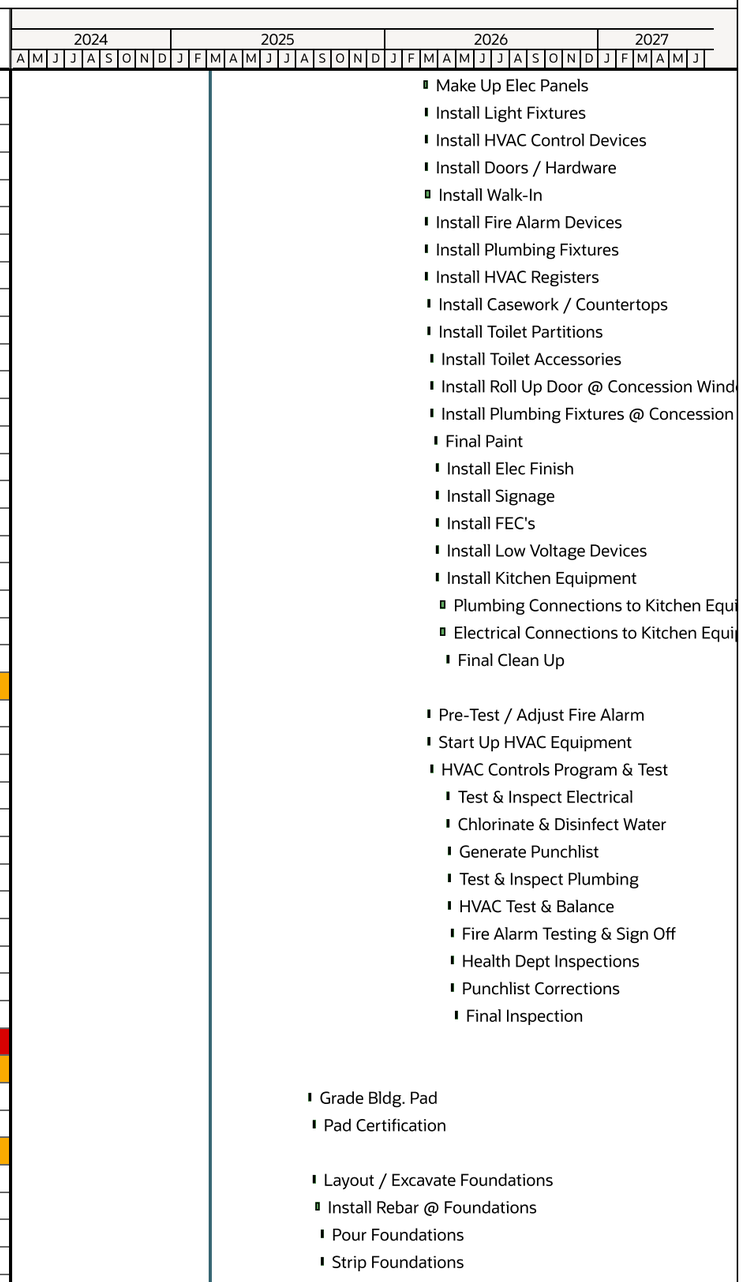


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FS-1530	Make Up Elec Panels	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1540	Install Light Fixtures	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1550	Install HVAC Control Devices	2d	06-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1560	Install Doors / Hardware	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1570	Install Walk-In	10d	06-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1590	Install Fire Alarm Devices	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1580	Install Plumbing Fixtures	5d	06-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1600	Install HVAC Registers	3d	06-Mar-26	09-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1610	Install Casework / Countertops	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1620	Install Toilet Partitions	3d	12-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1630	Install Toilet Accessories	3d	16-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1640	Install Roll Up Door @ Concession Window	3d	17-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1650	Install Plumbing Fixtures @ Concession	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1660	Final Paint	3d	23-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1670	Install Elec Finish	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1680	Install Signage	2d	26-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1690	Install FEC's	2d	26-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1700	Install Low Voltage Devices	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1710	Install Kitchen Equipment	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1720	Plumbing Connections to Kitchen Equip	10d	01-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1730	Electrical Connections to Kitchen Equip	10d	01-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1740	Final Clean Up	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		41d	11-Mar-26	27-Apr-26	
FS-1750	Pre-Test / Adjust Fire Alarm	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1760	Start Up HVAC Equipment	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1770	HVAC Controls Program & Test	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1780	Test & Inspect Electrical	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1790	Chlorinate & Disinfect Water	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1800	Generate Punchlist	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1810	Test & Inspect Plumbing	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1820	HVAC Test & Balance	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1830	Fire Alarm Testing & Sign Off	5d	21-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1840	Health Dept Inspections	2d	21-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1850	Punchlist Corrections	5d	21-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1860	Final Inspection	1d	27-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Large Maint. Building		176d	22-Aug-25	04-May-26	
Grade Bldg. Pad		5d	22-Aug-25	27-Aug-25	
LM-1000	Grade Bldg. Pad	4d	22-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1010	Pad Certification	1d	27-Aug-25	27-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		68d	28-Aug-25	05-Dec-25	
LM-1020	Layout / Excavate Foundations	3d	28-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1030	Install Rebar @ Foundations	7d	02-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1040	Pour Foundations	1d	10-Sep-25	10-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1050	Strip Foundations	1d	11-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
LM-1060	Construct CMU Starter Course	5d	12-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1070	Install Under-Slab Plumbing	3d	18-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1080	Install Under-Slab Electrical	3d	22-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1090	Fine Grade / Base / Vapor Barrier	2d	25-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1100	Install SOG Rebar	2d	27-Sep-25	29-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1110	Pour SOG	1d	30-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1120	Cure SOG	3d	01-Oct-25	03-Oct-25	7x8, no holidays - 7x8, no holidays
LM-1130	Build CMU Structure (Embeds / H/M Frames)	12d	12-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1140	Install Roof Framing & Sheet Roof	7d	26-Nov-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	06-Dec-25	19-Feb-26	
LM-1150	MEP Penetrations	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1160	Install Roof Drains	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1170	Install Roof / Parapet Flashings	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1180	Install Standing Seam Roofing	10d	03-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1190	Install Mechanical Equipment & Make MEP Connections	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1200	Install Gutters / Downspouts	3d	14-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		50d	06-Dec-25	17-Feb-26	
LM-1210	Set Scaffold	3d	06-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1220	Install Pre-Cast Concrete	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1230	Install Flashings	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1240	Install Windows	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1250	Install Lath & Plaster	30d	29-Dec-25	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1260	Remove Scaffolding	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1270	Install O/H Coiling Door	5d	06-Feb-26	12-Feb-26	5x8, with holidays - 5x8, with holidays
LM-1280	Exterior MEP Finish	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1290	Frame Metal Awnings	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1300	Install Metal Roofing on Awnings	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		115d	06-Dec-25	21-Apr-26	
Framing / MEP Rough-In		48d	06-Dec-25	02-Feb-26	
LM-1310	Layout / Frame Interior Walls	7d	06-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1320	Install H/M Door Frames	3d	11-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1330	Prelim Drywall	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1340	Electrical / FA / LV Wall Rough-In	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1350	Fire Sprinkler Rough-In	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1360	Plumbing Rough-In	8d	20-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1370	Mechanical Rough-In	8d	31-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1380	HVAC Controls Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1390	O/H Electrical / FA / LV Rough-In	10d	10-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1400	Frame Ceilings	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1410	HVAC Ceiling Rough-In	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1420	Fire Sprinkler Drops to Ceilings	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1430	Electrical / FA / LV Ceiling Rough-In	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		57d	14-Feb-26	21-Apr-26	
LM-1440	Insulate Walls	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

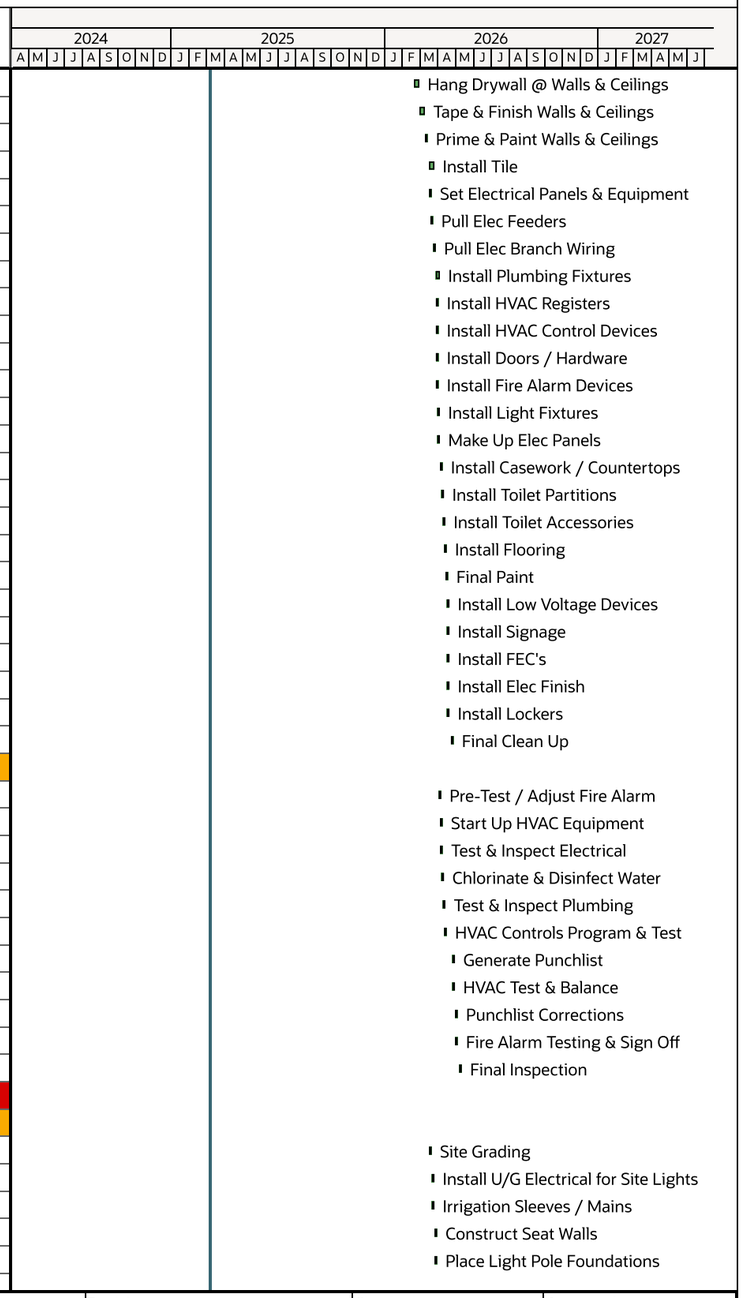


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
LM-1450	Hang Drywall @ Walls & Ceilings	8d	17-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1460	Tape & Finish Walls & Ceilings	8d	26-Feb-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1470	Prime & Paint Walls & Ceilings	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1480	Install Tile	10d	13-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1490	Set Electrical Panels & Equipment	2d	13-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1500	Pull Elec Feeders	5d	16-Mar-26	20-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1510	Pull Elec Branch Wiring	5d	21-Mar-26	26-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1520	Install Plumbing Fixtures	8d	25-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1530	Install HVAC Registers	3d	25-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1540	Install HVAC Control Devices	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1550	Install Doors / Hardware	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1560	Install Fire Alarm Devices	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1570	Install Light Fixtures	5d	27-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1580	Make Up Elec Panels	5d	27-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1590	Install Casework / Countertops	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1600	Install Toilet Partitions	2d	03-Apr-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1610	Install Toilet Accessories	2d	06-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1620	Install Flooring	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1630	Final Paint	3d	10-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1640	Install Low Voltage Devices	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1650	Install Signage	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1660	Install FEC's	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1670	Install Elec Finish	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1680	Install Lockers	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1690	Final Clean Up	2d	20-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		30d	31-Mar-26	04-May-26	
LM-1700	Pre-Test / Adjust Fire Alarm	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1710	Start Up HVAC Equipment	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1720	Test & Inspect Electrical	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1730	Chlorinate & Disinfect Water	2d	03-Apr-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1740	Test & Inspect Plumbing	5d	06-Apr-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1750	HVAC Controls Program & Test	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1760	Generate Punchlist	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1770	HVAC Test & Balance	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1780	Punchlist Corrections	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1790	Fire Alarm Testing & Sign Off	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1800	Final Inspection	1d	04-May-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Areas		99d	14-Mar-26	08-Jul-26	
Plaza Between Baseball Fields 1,2,3,4		75d	14-Mar-26	09-Jun-26	
PLZB-1000	Site Grading	3d	14-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1010	Install U/G Electrical for Site Lights	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1020	Irrigation Sleeves / Mains	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1030	Construct Seat Walls	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1040	Place Light Pole Foundations	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

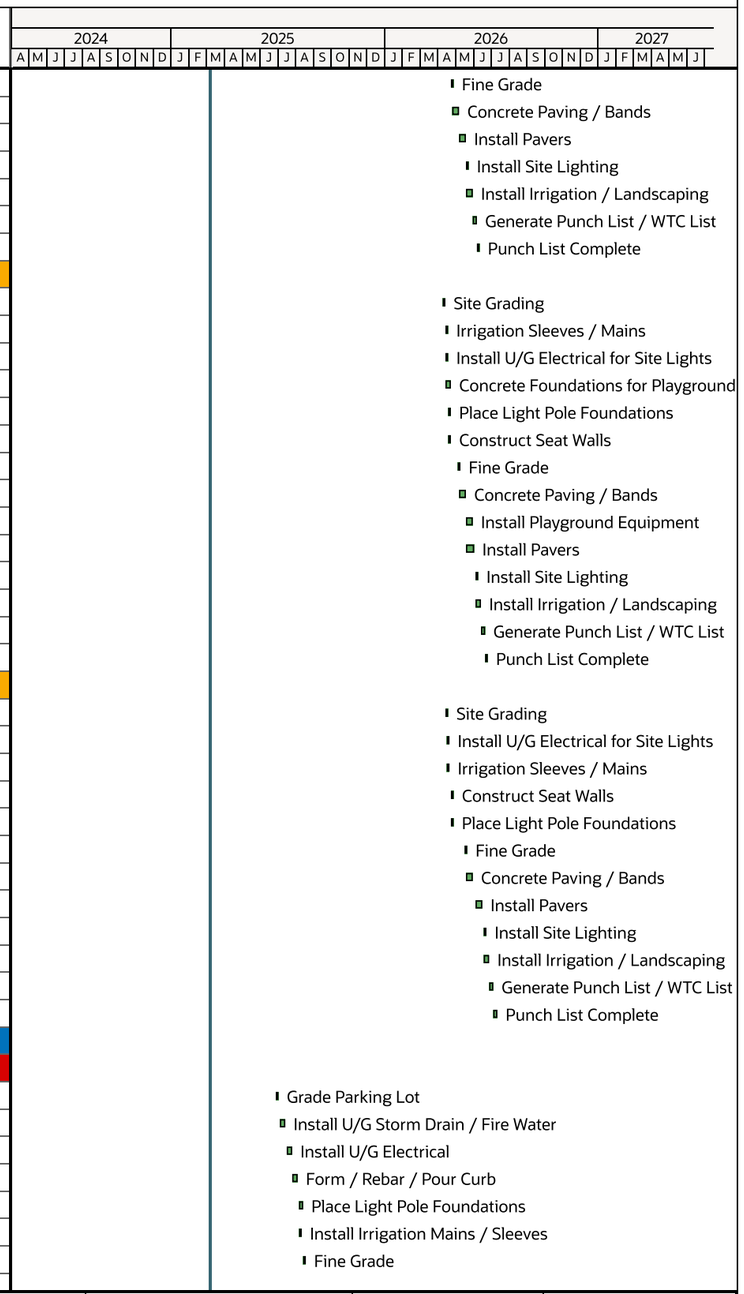


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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLZB-1050	Fine Grade	3d	20-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1060	Concrete Paving / Bands	10d	23-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1070	Install Pavers	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1080	Install Site Lighting	5d	16-May-26	21-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1090	Install Irrigation / Landscaping	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1100	Generate Punch List / WTC List	5d	29-May-26	03-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1110	Punch List Complete	5d	04-Jun-26	09-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Baseball Fields 1,4,5,6		67d	07-Apr-26	23-Jun-26	
PLZB-1120	Site Grading	3d	07-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1130	Irrigation Sleeves / Mains	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1140	Install U/G Electrical for Site Lights	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1185	Concrete Foundations for Playground Equipment	10d	10-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1150	Place Light Pole Foundations	5d	16-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1160	Construct Seat Walls	5d	16-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1170	Fine Grade	3d	01-May-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1180	Concrete Paving / Bands	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1190	Install Playground Equipment	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1200	Install Pavers	12d	16-May-26	30-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1210	Install Site Lighting	5d	01-Jun-26	05-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1220	Install Irrigation / Landscaping	10d	01-Jun-26	11-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1230	Generate Punch List / WTC List	5d	12-Jun-26	17-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1240	Punch List Complete	5d	18-Jun-26	23-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 5,6,7,8		76d	10-Apr-26	08-Jul-26	
PLZB-1250	Site Grading	3d	10-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1260	Install U/G Electrical for Site Lights	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1270	Irrigation Sleeves / Mains	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1280	Construct Seat Walls	5d	20-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1290	Place Light Pole Foundations	5d	20-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1300	Fine Grade	3d	13-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1310	Concrete Paving / Bands	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1320	Install Pavers	12d	01-Jun-26	13-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1330	Install Site Lighting	5d	15-Jun-26	19-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1340	Install Irrigation / Landscaping	10d	15-Jun-26	25-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1350	Generate Punch List / WTC List	5d	26-Jun-26	01-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1360	Punch List Complete	5d	02-Jul-26	08-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lots		246d	25-Jun-25	12-Jun-26	
Parking Lot A		56d	25-Jun-25	13-Sep-25	
PLA-1000	Grade Parking Lot	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1010	Install U/G Storm Drain / Fire Water	10d	01-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1020	Install U/G Electrical	8d	14-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1030	Form / Rebar / Pour Curb	10d	23-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1040	Place Light Pole Foundations	7d	04-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1050	Install Irrigation Mains / Sleeves	5d	04-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1060	Fine Grade	4d	12-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days

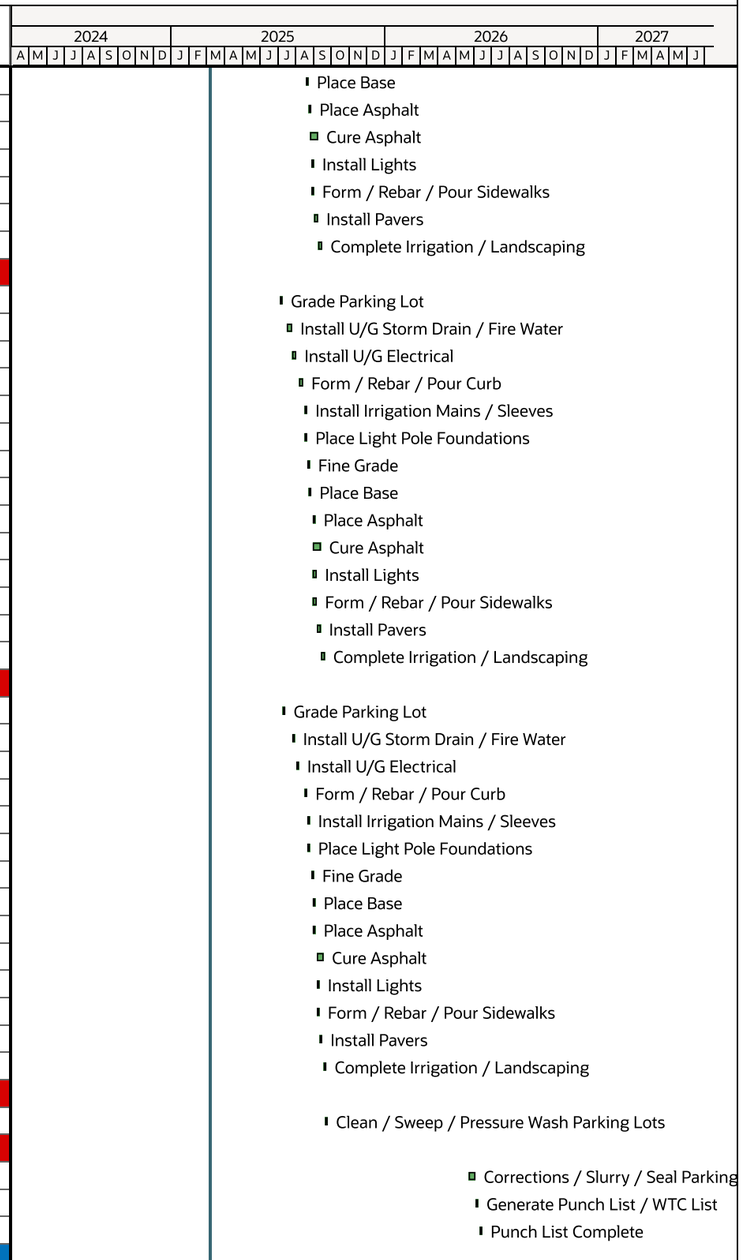


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

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ID	Name	Dur	Start	Finish	Calendar
PLA-1070	Place Base	5d	16-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1080	Place Asphalt	2d	22-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1090	Cure Asphalt	14d	24-Aug-25	06-Sep-25	7x8, no holidays - 7x8, no holidays
PLA-1100	Install Lights	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1110	Form / Rebar / Pour Sidewalks	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1120	Install Pavers	5d	30-Aug-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1130	Complete Irrigation / Landscaping	7d	06-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lot B		56d	01-Jul-25	18-Sep-25	
PLB-1000	Grade Parking Lot	4d	01-Jul-25	05-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1010	Install U/G Storm Drain / Fire Water	8d	14-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1020	Install U/G Electrical	6d	23-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1030	Form / Rebar / Pour Curb	8d	04-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1040	Install Irrigation Mains / Sleeves	4d	13-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1050	Place Light Pole Foundations	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1060	Fine Grade	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1070	Place Base	4d	22-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1080	Place Asphalt	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1090	Cure Asphalt	14d	29-Aug-25	11-Sep-25	7x8, no holidays - 7x8, no holidays
PLB-1100	Install Lights	4d	29-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1110	Form / Rebar / Pour Sidewalks	5d	29-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1120	Install Pavers	5d	05-Sep-25	10-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1130	Complete Irrigation / Landscaping	7d	11-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lot C		54d	07-Jul-25	19-Sep-25	
PLC-1000	Grade Parking Lot	3d	07-Jul-25	09-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1010	Install U/G Storm Drain / Fire Water	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1020	Install U/G Electrical	4d	30-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1030	Form / Rebar / Pour Curb	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1040	Install Irrigation Mains / Sleeves	5d	19-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1050	Place Light Pole Foundations	4d	19-Aug-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1060	Fine Grade	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1070	Place Base	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1080	Place Asphalt	3d	29-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1090	Cure Asphalt	14d	03-Sep-25	16-Sep-25	7x8, no holidays - 7x8, no holidays
PLC-1100	Install Lights	3d	03-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1110	Form / Rebar / Pour Sidewalks	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1120	Install Pavers	5d	09-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1130	Complete Irrigation / Landscaping	5d	15-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Clean Up Parking Lots		5d	17-Sep-25	22-Sep-25	
A11350	Clean / Sweep / Pressure Wash Parking Lots	5d	17-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Corrections / Slurry / Seal Parking Lots		21d	20-May-26	12-Jun-26	
PLC-1140	Corrections / Slurry / Seal Parking Lots	10d	20-May-26	01-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1370	Generate Punch List / WTC List	5d	02-Jun-26	06-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1380	Punch List Complete	5d	08-Jun-26	12-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Steel Fencing		52d	28-Mar-26	27-May-26	

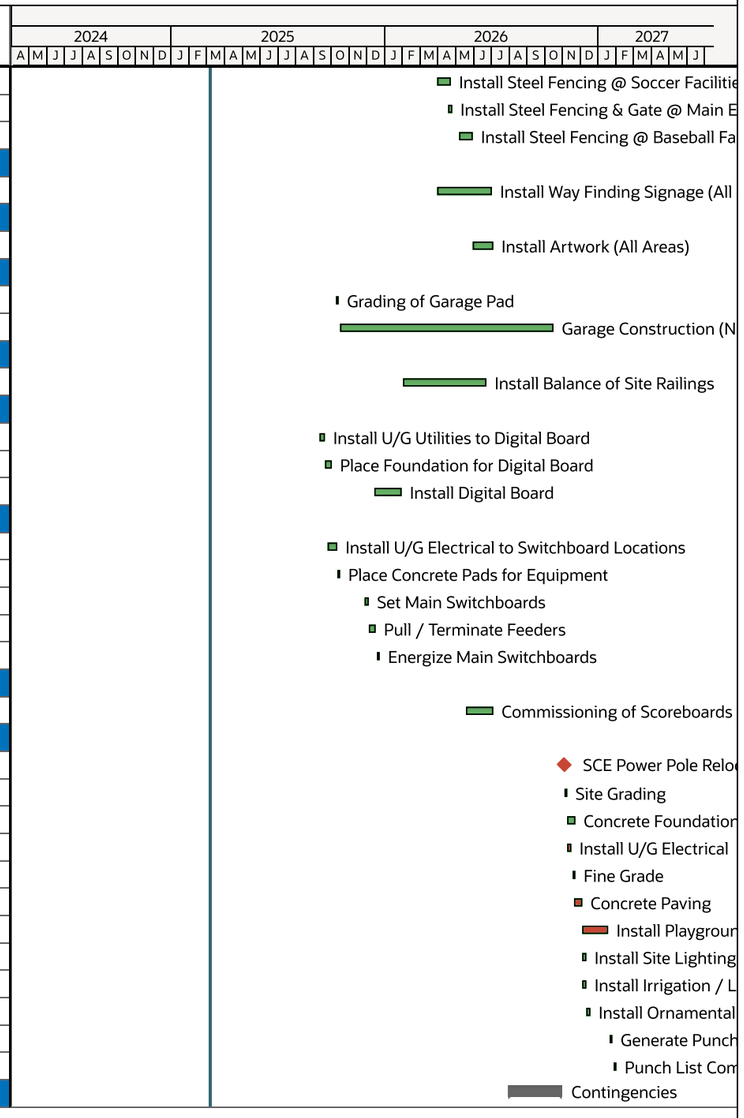


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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FENC-1000	Install Steel Fencing @ Soccer Facilities	20d	28-Mar-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FENC-1010	Install Steel Fencing & Gate @ Main Entry	8d	15-Apr-26	23-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FENC-1020	Install Steel Fencing @ Baseball Facilities	20d	04-May-26	27-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Way Finding Signage (All Areas)		81d	28-Mar-26	30-Jun-26	
A11330	Install Way Finding Signage (All Areas)	80d	28-Mar-26	30-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Artwork Installation (All Areas)		30d	29-May-26	02-Jul-26	
A11340	Install Artwork (All Areas)	30d	29-May-26	02-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Garage		261d	06-Oct-25	14-Oct-26	
GAR-1000	Grading of Garage Pad	5d	06-Oct-25 C	10-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
GAR-1010	Garage Construction (NIC)	255d	13-Oct-25	14-Oct-26	5x8, with holidays - 5x8, with holidays
Site Railings		121d	31-Jan-26	20-Jun-26	
RAIL-1000	Install Balance of Site Railings	120d	31-Jan-26	20-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Digital Board		118d	08-Sep-25	28-Jan-26	
DB-1000	Install U/G Utilities to Digital Board	10d	08-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
DB-1010	Place Foundation for Digital Board	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
DB-1020	Install Digital Board	40d	11-Dec-25	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Main Switchboards		70d	22-Sep-25	15-Dec-25	
MSB-1000	Install U/G Electrical to Switchboard Locations	15d	22-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1010	Place Concrete Pads for Equipment	5d	09-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1020	Set Main Switchboards	5d	25-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1030	Pull / Terminate Feeders	10d	03-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1040	Energize Main Switchboards	1d	15-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Commissioning		41d	15-May-26	01-Jul-26	
CX-1000	Commissioning of Scoreboards / Digital Board / AV	40d	15-May-26	01-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Late Phase (After Relocation of SCE Poles)		60d	02-Nov-26	29-Jan-27	
LP-1000	SCE Power Pole Relocation	0d		02-Nov-26 C	5x8, with holidays - 5x8, with holidays
LP-1010	Site Grading	4d	02-Nov-26	05-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1025	Concrete Foundations for Playground Equipment	10d	06-Nov-26	20-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1020	Install U/G Electrical	5d	06-Nov-26	13-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1030	Fine Grade	3d	16-Nov-26	18-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1040	Concrete Paving	8d	19-Nov-26	02-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1050	Install Playground Equipment	30d	03-Dec-26	15-Jan-27	5x8, with holidays - 5x8, with holidays
LP-1060	Install Site Lighting	5d	03-Dec-26	09-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1070	Install Irrigation / Landscaping	5d	03-Dec-26	09-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1080	Install Ornamental Fencing	5d	10-Dec-26	16-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1090	Generate Punch List / WTC List	5d	18-Jan-27	22-Jan-27	5x8, with holidays - 5x8, with holidays
LP-1100	Punch List Complete	5d	25-Jan-27	29-Jan-27	5x8, with holidays - 5x8, with holidays
Contingencies		66d	27-Jul-26	27-Oct-26	



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

EXHIBIT "C"

COMPENSATION

NTE $38,918,399

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Tomahawk Builders, Inc**., sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Rough Carpentry

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Million Four Hundred Eleven Thousand Dollars**

($2,411,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Tomahawk Builders, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TILDEN-COIL CONSTRUCTORS, INC.

1. Parties and Date.

This Amendment No. 6 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Tilden-Coil Constructors, Inc.**, a California corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated April 4, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to provide the construction management multi-prime services for all facets of the Ontario Sports Empire Project in the amount of $25,300,044. The Parties have heretofore entered into that Amendment No. 1 dated August 15, 2023, Amendment No. 2 dated March 5, 2024, Amendment No. 3 dated April 16, 2024, Amendment No. 4 dated July 16, 2024, and Amendment No. 5 dated October 15, 2024.

2.3 Amendment Authority. This Amendment No. 6 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3. 1. 1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related consulting services necessary for the Project (" Services"). The Services are more particularly described in Exhibit " A" attached hereto and incorporated herein

by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations."

"3. 2. 1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seventy-One Million Two Hundred Sixty-Eight Thousand Three Hundred Three Dollars ($71,268,303)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

Exhibit "A" is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 6, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 6. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 6.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 6.

3.4 Severability. If any portion of this Amendment No. 6 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TILDEN-COIL CONSTRUCTORS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 6 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

TILDEN-COIL CONSTRUCTORS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

April 21, 2025

Dan Beers, Design and Construction Director
City of Ontario
1333 S. Bon View
Ontario, CA 91761

Re: CM Contract Price Adjustment for the Mass Grading Project (Job# 24-013.1)

Dear Dan,

In accordance with the approved change order to prime contractor Crew, Inc. to meet the final grades described in the plans from RJM, the project value has increased by $15,026,000. This proposal formally requests an adjustment to the Construction Management (CM) contract value (CM Fee) based upon the value of the added work.

Original Construction Budget: $41,870,320
Current Construction Budget: $56,896,320

	Contract Amount	Revised Contract Amount	Change
1. Preconstruction:	$31,500	$31,500 (no change)	$0
2. CM Fee (3.85%):	$1,612,007	$2,190,508	$578,501
3. General Conditions:	$1,442,946	$1,442,946 (no change)	$0
4. Total (1-3)	$2,477,780	$3,664,954	$578,501

The CM Fee has been adjusted based upon the estimated current sum of prime contracts for the additional phase of work. The CM Fee shall also be adjusted at the conclusion of the project based upon the project's total construction cost. Fifteen Percent (15%) of the CM Fee shall be paid during the design/preconstruction phase of the project and Eighty-Five Percent (85%) shall be paid during the construction phase of the project.

We look forward to continuing our relationship with the City of Ontario. Please do not hesitate to contact me with any questions.

Sincerely,

Jason Howarth
Project Executive
Tilden-Coil Constructors
Building with Integrity Since 1938
P: 951.684.5901 Ext. 209
Cell: 626-705-7833

Tilden-Coil
CONSTRUCTORS™
Building with Integrity Since 1938

April 21, 2025

Dan Beers, Design and Construction Director
City of Ontario
1333 S. Bon View
Ontario, CA 91761

Re: CM Contract Price Adjustment for the Offsite Infrastructure Project (Job# 24.012.1)

Dear Dan,

The scope of the Offsite Infrastructure Project has been expanded to include the Chino and Vineyard phase. As a result, the overall project duration has been extended from 12 months to 24 months. This expansion will also result in an increase in the total project value, which is currently estimated to be $35,000,000 and will be determined upon receipt of prime contractor bids. Following the receipt of these bids, the Construction Management (CM) contract value will be adjusted accordingly, including a corresponding increase to the CM Fee.

This proposal formally requests an adjustment to the general conditions budget to account for the extended project duration and additional resources required and an increase to the CM Fee based upon the estimated value of the added work.

Original Construction Budget: $118,679,458
Current Construction Budget: $153,679,458
Current Schedule: January 2025 to December 2026 (24 months)

	Contract Amount	**Revised Contract Amount**	**Change**
1. Preconstruction:	$66,500	$66,500 (no change)	$0
2. CM Fee (3.85%):	$4,569,159	$5,916,659	$1,347,500
3. General Conditions:	$1,570,140	$5,386,036	$3,815,896
4. Total (1-3)	$6,205,799	$11,369,195	$5,163,396

The CM Fee has been adjusted based upon the estimated current sum of prime contracts for the additional phase of work. The CM Fee shall also be adjusted at the conclusion of the project based upon the project's total construction cost. Fifteen Percent (15%) of the CM Fee shall be paid during the design/preconstruction phase of the project and Eighty-Five Percent (85%) shall be paid during the construction phase of the project.

The general conditions budget has been updated to reflect the extended duration and additional resources required to complete the additional phase of work. General Conditions inclusions are listed in Attachment A. General conditions expenses shall be reimbursable and provided to the city without fee markup by the CM. The billable hourly rates and rental rates are attached hereto as Attachment A. In the event of an approved schedule extension, the general conditions budget shall be adjusted using the daily rate of $7,500.

Tilden-Coil
CONSTRUCTORS
Building with Integrity Since 1938

We look forward to continuing our relationship with the City of Ontario. Please do not hesitate to contact me with any questions.

Sincerely

Jason Howarth
Project Executive
Tilden-Coil Constructors
Building with Integrity Since 1938
P: 951.684.5901 Ext. 209
Cell: 626-705-7833

Tilden-Coil
CONSTRUCTORS™
Building with Integrity Since 1938

ATTACHMENT A
Tilden-Coil Constructors, Inc.
General Conditions Inclusions and Standard Rental Rates

General Conditions Inclusions

Included within the general conditions budget are the following:

1. Construction manager's labor - to be billed at the billable hourly rates attached
2. Recycling/trash for CM Office – reimbursement
3. Safety Measures, safety equipment – reimbursement
4. Traffic control/signage – reimbursement
5. Rumble plates – rental
6. Caretaker/security – reimbursement
7. Temporary fencing and gates – reimbursement
8. Water filled barriers – rental
9. Vandalism/Graffiti repair – reimbursement
10. Office trailer rental, mobilization, demobilization, alarm – reimbursement
11. Storage bins – rental
12. Project signage – reimbursement
13. Temporary power poles and connection to office – reimbursement
14. Temp lighting supplementation – rental
15. Fuel (Equipment, supervision, management) – reimbursement
16. Fuel storage tank – rental
17. Small tools/equipment repair – reimbursement
18. On-site transportation – rental
19. Equipment rental – rental
20. Printing services – reimbursement
21. Progress photo/video documentation – rental
22. Construction surveying – reimbursement
23. Telephones, cell phones, internet – reimbursement
24. Computers, hardware, software, licensing – rental
25. Office copier, office plotter, office furnishings, office supplies, office cleaning, drinking water, postage/shipping, meetings/partnering – reimbursement
26. Owner purchases (ECORP) - reimbursement
27. CM GL/PL Insurance expense – fixed value

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Billable Hourly Rates

Rates include escalation through ***July 2028*** and shall be subject to adjustment annually in alignment with the consumer price index for the area.

Position	Hourly Rate
Project Executive	$187.00
Production Director	$187.00
Safety Officer	$139.00
Sr. Project Manager	$156.00
Sr. Superintendent	$156.00
Project Manager	$139.00
Assistant Project Manager	$129.00
Superintendent	$139.00
Area/Assistant Superintendent	$127.00
Scheduler	$158.00
BIM Manager	$175.00
BIM Specialist	$151.00
BIM Technician	$135.00
TCC Survey	$151.00
Preconstruction Manager	$136.00
Sr. Project Engineer	$124.00
Project Engineer	$113.00
Sr. Estimator	$136.00
Estimator	$106.00
Preconstruction Coordinator*	$64.00
Labor Compliance Coordinator*	$72.00
Accountant*	$108.00
Sr. Project Administrator*	$79.00
Project Administrator*	$70.00
Project Engineer Intern*	$43.00
Field Labor*	$103.00

*Overtime rates for positions identified are billed at 1.5x for hours billed in excess of 40 hours in a given week. All other positions are billed at the listed rate for overtime hours.

Tilden-Coil CONSTRUCTORS™
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Rental Rates

The rates set forth herein shall govern the billing for all general conditions and equipment rentals as applicable to the project. The rates specified are fixed and shall apply for the duration of the Project unless otherwise modified in writing by mutual agreement of the Parties. All billable items related to general conditions and equipment usage shall be invoiced in accordance with these established rates. The rates are valued until July of 2026 and if the project continues beyond this date, are subject to a CPI increase percentage increase per year.

Description	Day	Week	Month
Traffic Control:			
Barricades - "A" frames without flashing unit	$2.00	$8.00	$24.00
Barricades - Street closure	$6.00	$24.00	$72.00
Delineators/cones	$1.00	$4.00	$12.00
Water Filled Barriers	prorate	prorate	$55.00
Dust Control:			
Trailer mounted water tank	$24.00	$72.00	$216.00
Fire hose per 100' with nozzle and hydrant wrench	$8.00	$24.00	$72.00
Dewatering/Erosion Control:			
Water Pump - Submersible with hose	$30.00	$100.00	$300.00
Trash/Sewage Pump	$75.00	$250.00	$850.00
Rumble Plates	prorate	prorate	$135.00
Temporary Heating:			
Heaters 50,000 to 150,000 BTU	$190.00	$225.00	$650.00
Trailer Rental & Expenses:			
Singlewide	prorate	prorate	$450.00
Doublewide	prorate	prorate	$900.00
8' x 28'	prorate	prorate	$175.00
Temp Power Poles & Connection:			
Bull chords - 100'	prorate	prorate	$40.00
Temp power boxes	prorate	prorate	$150.00
Storage Bins:			
20' Storage Container	prorate	prorate	$100.00
Gang Boxes - skid mount	prorate	prorate	$100.00
Gang Boxes - rolling interior casters	prorate	prorate	$100.00
Plan Boxes - Knack	prorate	prorate	$100.00
Temp Lighting:			
Light String (without bulbs)	$4.00	$12.00	$36.00
Light Stand (without bulb)	$4.00	$12.00	$36.00
Wobble Lights	$15.00	$30.00	$85.00
Light Towers	$247.00	$490.00	$950.00
Small Tools/Equipment:			
Radial Arm - Towable	$50.00	$150.00	$450.00
Core Drilling Machine	$120.00	$400.00	$1,200.00
Whacker	$70.00	$210.00	$630.00

Tilden-Coil CONSTRUCTORS™
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Description	Day	Week	Month
Fan - Industrial or Pedestal Mount	$45.00	$120.00	$250.00
Generator - 5K watt	$103.00	$333.00	$750.00
Fuel Storage Tank	prorate	prorate	$300.00
Equipment Rental:			
Skiploader - 2wd	$155.00	$620.00	$3,000.00
Skiploader - 4wd	$165.00	$660.00	$3,000.00
Skidsteer Bobcat	$355.00	$1,200.00	$3,200.00
Backhoe	$500.00	$1,400.00	$3,300.00
Reachlift/Gradall	$700.00	$2,000.00	$4,600.00
Towable Air Compressor	$425.00	$1,100.00	$2,300.00
Jackhammer with chisels, points, spades	$60.00	$180.00	$540.00
Flatbed - 1 ton	$95.00	$350.00	$790.00
Flatbed or Dumptruck	$185.00	$740.00	$1,400.00
Water Truck	prorate	prorate	$3,650.00
Trailer - Lowboy	$100.00	$366.00	$900.00
Forklift	prorate	$1,000.00	$3,000.00
Site Transportation			
Site Supervision Vehicle (Golf Cart)	prorate	prorate	$700.00
Site Supervision Vehicle (4-6 seat UTV, 4WD)	prorate	prorate	$1,120.00
BIM Equipment:			
BIM Total Station	prorate	prorate	$4,500.00
3D Site Scanner	prorate	prorate	$6,500.00
Drone (Includes licensing fees for processing software)	prorate	prorate	$1,500.00
Office Equipment:			
Copier	prorate	prorate	$400.00
Plotter	prorate	prorate	$350.00
Printer/Copier (Small, Single Feed)	prorate	prorate	$200.00
Computer/workstation (includes hardware, software, BIM coordination licensing fees)	prorate	prorate	$400.00
BIM Coordination Software	prorate	prorate	$4,762.00
iPad/Tablet	prorate	prorate	$150.00

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

April 21, 2025

Dan Beers, Design and Construction Director
City of Ontario
1333 S. Bon View
Ontario, CA 91761

Re: CM Contract Price Adjustment for the City of Ontario Sports Complex (Job number 24-011.1)

Dear Dan,

As we have concluded the preconstruction phase of the Sports Complex project, we are requesting an adjustment to our contract price to align with the project's current scope, budget and schedule goals.

Original Construction Budget: $198,083,837
Current Construction Budget: $ 340,976,131
Current Schedule: April 2025 to March 2027 (21 total months)

	Contract Amount	**Revised Contract Amount**	**Change**
1. Preconstruction:	$205,979	$205,979 (no change)	$0
2. CM Fee (3.85%):	$7,626,228	$13,127,581	$5,501,353
3. General Conditions:	$3,858,796	$17,915,590	$14,056,794
4. Total (1-3)	$11,691,003	$31,249,150	$ 19,558,147

The CM Fee has been adjusted based upon the current sum of prime contracts. The CM Fee shall also be adjusted at the conclusion of the project based upon the project's total construction cost. Fifteen Percent (15%) of the CM Fee shall be paid during the design/preconstruction phase of the project and Eighty-Five Percent (85%) shall be paid during the construction phase of the project.

The general conditions budget has been updated to reflect a staffing approach appropriate for a project of this size to be completed within a fast-tracked construction schedule which includes up to a seven-day work schedule, expanded hours and overtime allowance. General Conditions inclusions are listed in Attachment A. General conditions expenses shall be reimbursable and provided to the city without fee markup by the CM. The billable hourly rates and rental rates are attached hereto as Attachment A. In the event of an approved schedule extension, the general conditions budget shall be adjusted using the daily rate of $28,435.

We look forward to continuing our relationship with the City of Ontario. Please do not hesitate to contact me with any questions.

Sincerely

Jason Howarth
Project Executive
Tilden-Coil Constructors
Building with Integrity Since 1938
P: 951.684.5901 Ext. 209
Cell: 951.764.8929

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Building with Integrity Since 1938

ATTACHMENT A
Tilden-Coil Constructors, Inc.
General Conditions Inclusions and Standard Rental Rates

General Conditions Inclusions

Included within the general conditions budget are the following:

1. Construction manager's labor - to be billed at the billable hourly rates attached
2. Recycling/trash for CM Office – reimbursement
3. Safety Measures, safety equipment – reimbursement
4. Traffic control/signage – reimbursement
5. Rumble plates – rental
6. Caretaker/security – reimbursement
7. Temporary fencing and gates – reimbursement
8. Water filled barriers – rental
9. Vandalism/Graffiti repair – reimbursement
10. Office trailer rental, mobilization, demobilization, alarm – reimbursement
11. Storage bins – rental
12. Project signage – reimbursement
13. Temporary power poles and connection to office – reimbursement
14. Temp lighting supplementation – rental
15. Fuel (Equipment, supervision, management) – reimbursement
16. Fuel storage tank – rental
17. Small tools/equipment repair – reimbursement
18. On-site transportation – rental
19. Equipment rental – rental
20. Printing services – reimbursement
21. Progress photo/video documentation – rental
22. Construction surveying – reimbursement
23. Telephones, cell phones, internet – reimbursement
24. Computers, hardware, software, licensing – rental
25. Office copier, office plotter, office furnishings, office supplies, office cleaning, drinking water, postage/shipping, meetings/partnering – reimbursement
26. Owner purchases (ECORP) - reimbursement
27. CM GL/PL Insurance expense – fixed value

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Billable Hourly Rates

Rates include escalation through ***July 2028*** and shall be subject to adjustment annually in alignment with the consumer price index for the area.

Position	Hourly Rate
Project Executive	$187.00
Production Director	$187.00
Safety Officer	$139.00
Sr. Project Manager	$156.00
Sr. Superintendent	$156.00
Project Manager	$139.00
Assistant Project Manager	$129.00
Superintendent	$139.00
Area/Assistant Superintendent	$127.00
Scheduler	$158.00
BIM Manager	$175.00
BIM Specialist	$151.00
BIM Technician	$135.00
TCC Survey	$151.00
Preconstruction Manager	$136.00
Sr. Project Engineer	$124.00
Project Engineer	$113.00
Sr. Estimator	$136.00
Estimator	$106.00
Preconstruction Coordinator*	$64.00
Labor Compliance Coordinator*	$72.00
Accountant*	$108.00
Sr. Project Administrator*	$79.00
Project Administrator*	$70.00
Project Engineer Intern*	$43.00
Field Labor*	$103.00

*Overtime rates for positions identified are billed at 1.5x for hours billed in excess of 40 hours in a given week. All other positions are billed at the listed rate for overtime hours.

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Rental Rates

The rates set forth herein shall govern the billing for all general conditions and equipment rentals as applicable to the project. The rates specified are fixed and shall apply for the duration of the Project unless otherwise modified in writing by mutual agreement of the Parties. All billable items related to general conditions and equipment usage shall be invoiced in accordance with these established rates. The rates are valued until July of 2026 and if the project continues beyond this date, are subject to a CPI increase percentage increase per year.

Description	Day	Week	Month
Traffic Control:			
Barricades - "A" frames without flashing unit	$2.00	$8.00	$24.00
Barricades - Street closure	$6.00	$24.00	$72.00
Delineators/cones	$1.00	$4.00	$12.00
Water Filled Barriers	prorate	prorate	$55.00
Dust Control:			
Trailer mounted water tank	$24.00	$72.00	$216.00
Fire hose per 100' with nozzle and hydrant wrench	$8.00	$24.00	$72.00
Dewatering/Erosion Control:			
Water Pump - Submersible with hose	$30.00	$100.00	$300.00
Trash/Sewage Pump	$75.00	$250.00	$850.00
Rumble Plates	prorate	prorate	$135.00
Temporary Heating:			
Heaters 50,000 to 150,000 BTU	$190.00	$225.00	$650.00
Trailer Rental & Expenses:			
Singlewide	prorate	prorate	$450.00
Doublewide	prorate	prorate	$900.00
8' x 28'	prorate	prorate	$175.00
Temp Power Poles & Connection:			
Bull chords - 100'	prorate	prorate	$40.00
Temp power boxes	prorate	prorate	$150.00
Storage Bins:			
20' Storage Container	prorate	prorate	$100.00
Gang Boxes - skid mount	prorate	prorate	$100.00
Gang Boxes - rolling interior casters	prorate	prorate	$100.00
Plan Boxes - Knack	prorate	prorate	$100.00
Temp Lighting:			
Light String (without bulbs)	$4.00	$12.00	$36.00
Light Stand (without bulb)	$4.00	$12.00	$36.00
Wobble Lights	$15.00	$30.00	$85.00
Light Towers	$247.00	$490.00	$950.00
Small Tools/Equipment:			
Radial Arm - Towable	$50.00	$150.00	$450.00
Core Drilling Machine	$120.00	$400.00	$1,200.00
Whacker	$70.00	$210.00	$630.00

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Description	Day	Week	Month
Fan - Industrial or Pedestal Mount	$45.00	$120.00	$250.00
Generator - 5K watt	$103.00	$333.00	$750.00
Fuel Storage Tank	prorate	prorate	$300.00
Equipment Rental:			
Skiploader - 2wd	$155.00	$620.00	$3,000.00
Skiploader - 4wd	$165.00	$660.00	$3,000.00
Skidsteer Bobcat	$355.00	$1,200.00	$3,200.00
Backhoe	$500.00	$1,400.00	$3,300.00
Reachlift/Gradall	$700.00	$2,000.00	$4,600.00
Towable Air Compressor	$425.00	$1,100.00	$2,300.00
Jackhammer with chisels, points, spades	$60.00	$180.00	$540.00
Flatbed - 1 ton	$95.00	$350.00	$790.00
Flatbed or Dumptruck	$185.00	$740.00	$1,400.00
Water Truck	prorate	prorate	$3,650.00
Trailer - Lowboy	$100.00	$366.00	$900.00
Forklift	prorate	$1,000.00	$3,000.00
Site Transportation			
Site Supervision Vehicle (Golf Cart)	prorate	prorate	$700.00
Site Supervision Vehicle (4-6 seat UTV, 4WD)	prorate	prorate	$1,120.00
BIM Equipment:			
BIM Total Station	prorate	prorate	$4,500.00
3D Site Scanner	prorate	prorate	$6,500.00
Drone (Includes licensing fees for processing software)	prorate	prorate	$1,500.00
Office Equipment:			
Copier	prorate	prorate	$400.00
Plotter	prorate	prorate	$350.00
Printer/Copier (Small, Single Feed)	prorate	prorate	$200.00
Computer/workstation (includes hardware, software, BIM coordination licensing fees)	prorate	prorate	$400.00
BIM Coordination Software	prorate	prorate	$4,762.00
iPad/Tablet	prorate	prorate	$150.00

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **FieldTurf USA, Inc.**, a Corporation with its principal place of business at **175 N. Industrial Blvd. NE, Calhoun, GA 30701** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **artificial turf for the Ontario Sports Empire** services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **May 20, 2025,** to **August 6, 2026**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty-Eight Million Nine Hundred Eighteen Thousand Three Hundred Ninety-Nine Dollars ($38,918,399**) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates Dan Beers, Design & Construction Director, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates Brian Yates, Regional Sales Manager, or his designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* $3,000,000 MINIMUM per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 MINIMUM per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 MINIMUM per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Contractor's Pollution Liability Coverage. Contractor shall provide pollution liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate.

6.2.4 Builder's Risk ["All Risk"]. The City shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the existing buildings where Work is being performed for the Project included within the Contract Documents. Coverage is to insure against risks of accidental direct physical loss. Contractor shall be responsible for the applicable Fifty Thousand Dollar ($50,000) deductible under the City builder's risk insurance policy for damage to work of Contractor or any Subcontractor of any tier including damage to work of other Contractors caused by Contractor or its Subcontractors.

6.2.5 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.6 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In

addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining

to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. Since 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 Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. 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.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Vendor caused delay and shall not be compensable by the City. Vendor 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 Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

FieldTurf USA, Inc.,
175 N. Industrial Blvd., NE,
Calhoun, GA 30701

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Dan Beers, Design & Construction

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

12.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor 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 Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

12.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND FIELDTURF USA, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

FIELDTURF USA, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"

SCOPE OF SERVICES

PLEASE SEE ATTACHED

CMAS PRICING PROPOSAL

FieldTurf California License 849044 **DIR LICENSE # 1000004625**

FieldTurf
A Tarkett Sports Company

CITY OF ONTARIO – ONTARIO SPORTS EMPIRE

April 30, 2025

FieldTurf USA Inc. is pleased to present the following proposal to the City of Ontario for the Ontario Sports Empire Project. FieldTurf pricing is based on the current **FieldTurf CMAS Contract (4-06-78-0031A).**

Click the follow CMAS hyperlink for CMAS due diligence documentation: CMAS Contract: 4-06-78-0031A

DESCRIPTION	QTY	UNIT	UNIT COST	PRICE
MOBILIZATION				**$1,782,216.71**
General Conditions	1.00	LS	$1,715,298.15	$1,715,298.15
Mobilization	1.00	LS	$66,918.56	$66,918.56
UPPER SOCCER FIELDS 5-12				**$10,069,863.74**
Lump Sum Civil Pricing	1.00	LS	$4,827,333.93	$4,827,333.93
Construction Access (Curb Protection)	8.00	EA		Included
Finish Grade Subgrade-Synthetic Fields	81,700.00	SY		Included
Flat Drain, 1"x12"	9,445.00	LF		Included
Perf Collector, 6"	1,870.00	LF		Included
Perf Collector,8"	1,755.00	LF		Included
Perf Collector 12"	2,785.00	LF		Included
Nyoplast In-Line Drain Basin- 12"	16.00	EA		Included
Nyoplast Catch Basin- 18"	16.00	EA		Included
Soil Separation Fabric- 140N	735,360.00	SF		Included
Permeable Base course, 4"	15,000.00	TON		Included
Permeable Top Course, 2"	10,370.00	TON		Included
Base and Drainage- Landscape Areas	47,645.00	SF		Included
Nailer Plastic 2x4"	10,500.00	LF		Included
Lump Sum Synthetic Turf Pricing	1.00	LS	$5,242,529.81	$5,242,529.81
Synthetic Turf -2.25" Vertex Core with Coolplay				Included
Synthetic Turf -1.6" Landscape Turf with Sand and Coolplay				Included
SOCCER/FOOTBALL FIELDS 1-4				**$5,455,477.99**
Lump Sum Civil Pricing	1.00	LS	$2,605,979.80	$2,605,979.80
Construction Access (Curb Protection)	2.00	EA		Included
Finish Grade Subgrade-Synthetic Fields	44,850.00	SY		Included
Flat Drain, 1"x12"	5,230.00	LF		Included
Perf Collector,8"	1,890.00	LF		Included
Perf Collector, 12"	1,610.00	LF		Included
Nyoplast Catch Basin- 18"	12.00	EA		Included
Soil Separation Fabric- 140N	403,750.00	SF		Included
Permeable Base course, 4"	8,240.00	TON		Included
Permeable Top Course, 2"	5,700.00	TON		Included
Base and Drainage- Landscape Areas	4,020.00	SF		Included
Nailer Plastic 2x4"	3,630.00	LF		Included
Football Goal Posts	8.00	EA		Included
Lump Sum Synthetic Turf Pricing	1.00	LS	$2,849,498.19	$2,849,498.19
Synthetic Turf -2.5" Vertex Core with Coolplay				Included
Synthetic Turf -1.6" Landscape Turf with Sand and Coolplay				Included

CMAS PRICING PROPOSAL

FieldTurf California License 849044 DIR LICENSE # 1000004625

FieldTurf® A Tarkett Sports Company

MULTI-USE BASEBALL FIELDS 2,3,4,6,7,8				**$11,954,501.40**
Lump Sum Civil Pricing	1.00	LS	$6,019,124.25	$6,019,124.25
Construction Access (Curb Protection)	6.00	EA		Included
Finish Grade Subgrade-Synthetic Fields	82,100.00	SY		Included
Flat Drain, 1"x12"	23,210.00	LF		Included
Perf Collector,8"	4,235.00	LF		Included
Perf Collector 12"	3,675.00	LF		Included
Nyoplast Catch Basin- 18"	24.00	EA		Included
Soil Separation Fabric- 140N	738,900.00	SF		Included
Permeable Base course, 4"	15,075.00	TON		Included
Permeable Top Course, 2"	10,420.00	TON		Included
Base and Drainage- Bullpens	17,700.00	SF		Included
Nailer Plastic 2x4"	12,120.00	SF		Included
Alum Turf Cool Box	36.00	EA		Included
Baseball/Softball Home Plate Areas	18.00	EA		Included
Bases & Plates (Multi-Use)	1.00	LS		Included
Lump Sum Synthetic Turf Pricing	1.00	LS	$5,935,377.15	$5,935,377.15
Synthetic Turf -2.25" Vertex Core with Coolplay				Included
Synthetic Turf -1.75." Vertex Core with Coolplay- Warning Tracks				Included
Synthetic Turf -1.6" Bullpen Turf with Sand and Coolplay				Included
CHAMPIONSHIP BASEBALL FIELDS 1 & 5				**$3,778,342.81**
Lump Sum Civil Pricing	1.00	LS	$2,031,688.67	$2,031,688.67
Construction Access (Curb Protection)	2.00	EA		Included
Finish Grade Subgrade-Synthetic Fields	29,700.00	SY		Included
Flat Drain, 1"x12"	8,470.00	LF		Included
Perf Collector,6"	655.00	LF		Included
Perf Collector,8"	1,495.00	LF		Included
Perf Collector 12"	1,285.00	LF		Included
Nyoplast Catch Basin- 18"	12.00	EA		Included
Soil Separation Fabric- 140N	267,000.00	SF		Included
Permeable Base course, 4"	5,450.00	TON		Included
Permeable Top Course, 2"	3,765.00	TON		Included
Base and Drainage- Bullpens	2,960.00	SF		Included
Nailer Plastic 2x4"	3,490.00	SF		Included
Alum Turf Cool Box	4.00	EA		Included
Baseball/Softball Home Plate Areas	2.00	EA		Included
Bases & Plates (Multi-Use)	1.00	LS		Included
Lump Sum Synthetic Turf Pricing	1.00	LS	$1,746,654.14	$1,746,654.14
Synthetic Turf -2.25" Vertex Core with Coolplay				Included
Synthetic Turf -1.75" XTw/Sand- Warning Tracks				Included
Synthetic Turf -1.6" Bullpen Turf with Sand				Included
FAMILY ACTIVITY AREAS				**$877,196.16**
Lump Sum Civil Pricing	1.00	LS	$549,537.92	$549,537.92
Base and Drainage- Landscape Areas	45,005.00	SF		Included
Lump Sum Synthetic Turf Pricing	1.00	LS	$327,658.24	$327,658.24
Synthetic Turf -1.6" Landscape Turf with Sand and Coolplay				Included
BATTING CAGES				**$231,700.98**
22,680 SF-Fieldturf Fit Turf with 5mm pad	1.00	LS	$181,052.20	$181,052.20
3792 LF-4" Synthetic Turf Transition Threshold	1.00	LS	$50,648.78	$50,648.78

SUBTOTAL	**$34,149,299.78**
Performance and Payment Bonds	**$341,493.00**
Total Base Bid Proposal FEE	**$34,490,792.78**

ADDITIVE ALTERNATES-THE PERFECT MOUNDS				**$476,249.29**
(8)Portable Game Mounds 10" TPM Adult Game Mound SFC	1.00	LS	$147,964.68	$147,964.68
(14) Portable Game Mounds 6" TPM Youth Game Mound SFC	1.00	LS	$90,395.32	$90,395.32
(18) 3 Piece Bullpen mounds	1.00	LS	$215,067.24	$215,067.24
Shipping	1.00	LS	$22,822.05	$22,822.05
ADDITIVE ALTERNATES-PORTOLITE MOUNDS				**$186,068.06**
(28) 8"-1 piece Portolite Bullpen Mounds	1.00	LS	$116,300.55	$116,300.55
(14) Softball Game lane Portolite Pro Spiked Game Mat	1.00	LS	$28,794.53	$28,794.53
(28) Softball Bullpen Lanes Portolite Signature practice mat with spikes	1.00	LS	$33,932.75	$33,932.75
Shipping	1.00	LS	$7,040.22	$7,040.22
ADDITIVE ALTERNATES - EASY CHANGE RACKS				**$65,490.42**
Easy Change Storage Racks for 2 Containers (Allowance)	2.00	EA	$16,372.61	$32,745.21
Attic Stock Storage Racks for 2 container (Allowance)	2.00	EA	$16,372.61	$32,745.21
ADDITIVE ALTERNATES - FIELDTURF MAINTENANCE EQUIPMENT				**$20,270.70**
Maintenance Equipment (Groom right)	2.00	EA	$6,868.00	$13,736.00
Maintenance Equipment (Field Sweep)	2.00	EA	$3,267.35	$6,534.70
ADDITIVE ALTERNATES - SMG MAINTENANCE EQUIPMENT				**$109,177.13**
SMG SportChamp SC3D4 HL	1.00	EA	$78,926.39	$78,926.39
SMG Levelling Brush Device	1.00	EA	$1,898.09	$1,898.09
SMG Rotating Brush device SC3	1.00	EA	$19,809.25	$19,809.25
SMG Decompacting Device SC1.32	1.00	EA	$4,894.52	$4,894.52
SMG Brush (2 units	1.00	EA	$1,578.23	$1,578.23
SMG Freight	1.00	EA	$2,070.65	$2,070.65
10% ALLOWANCE				**$3,570,350.00**
10% Owner Allowance	1.00	EA	$3,570,350.00	$3,570,350.00

TOTAL PROJECT COST WITH ALL ALTERNATES AND ALLOWANCES				
Total Base Bid Proposal Fee	1.00	LS	$34,490,792.78	$34,490,792.78
Add Alt- Perfect Mounds	1.00	LS	$476,249.29	$476,249.29
Add Alt- Portolite Mounds/ Pitching Lanes	1.00	LS	$186,068.06	$186,068.06
Add Alt- Easy Change Racks	1.00	LS	$65,490.42	$65,490.42
Add Alt- Fieldturf Maint Equipment	1.00	LS	$20,270.70	$20,270.70
Add Alt- SMG Equipment	1.00	LS	$109,177.13	$109,177.13
Add Alt- 10% Allowance	1.00	LS	$3,570,350.00	$3,570,350.00
			Total Base Bid Proposal	**$38,918,398.39**

PRODUCT DETAILS:

FieldTurf, the worldwide leader in artificial turf, is pleased to offer our FieldTurf systems, with the following product characteristics:

CHAMPIONSHIP BASEBALL FIELDS 1 & 5

DOUBLEPLAY FAST CLAY (CLAY AREAS)

- **Pile Height:** 1.6 Inches
- **Infill Weight:** 3.5 lbs angular sand & 1.5 lbs PureSelect Olive per sq. ft.
- **Pile Weight:** 50 oz/yd^2
- **Total System Weight:** 798 oz/yd^2

DOULEPLAY NATURAL GRASS (GRASS AREAS)

- **Pile Height:** 2 Inches
- **Infill Weight:** 3.65 lbs sand, 2 lbs Ambient rubber & 0.6 lbs CoolPlay per sq. ft.
- **Pile Weight:** 39 oz/yd^2
- **Total System Weight:** 962 oz/yd^2

DOUBLE PLAY FAST CLAY 1.75” (WARNING TRACK AREAS)

- **Pile Height:** 1.75 Inches
- **Infill Weight:** 8 lbs sand per sq.ft.
- **Pile Weight:** 42 oz/yd^2
- **Total System Weight:** 1304 oz/yd^2

VINTAGE 40 (BULLPENS)

- **Pile Height:** 1.6 Inches
- **Infill Weight:** 8lbs sand per sq ft & 0.6 lbs Cooplay per sq ft.
- **Pile Weight:** 50 oz/yd^2
- **Total System Weight:** 1316 oz/yd^2

FOOTBALL/SOCCER FIELDS 1-4

VERTEX CORE 2.5” (FULL FIELDS)

- **Pile Height:** 2.5 Inches
- **Infill Weight:** 6.2 lbs sand, 2.4 lbs Cryogenic Rubber & 0.6 lbs. CoolPlay per sq. ft.
- **Pile Weight:** 47 oz/yd^2
- **Total System Weight:** 1393 oz/yd^2

VINTAGE 40 (LANDSCAPE AREAS)

- **Pile Height:** 1.6 Inches
- **Infill Weight:** 8 lbs sand & .6 lbs CoolPlay per sq. ft.
- **Pile Weight:** 50 oz/yd^2
- **Total System Weight:** 1316 oz/yd^2

UPPER SOCCER FIELDS 5-12 & BB/SB MULTIPURPOSE FIELDS 2,3,4,6,7,8

VERTEX CORE 2.25" (FULL FIELDS)

- **Pile Height:** 2.25 Inches
- **Infill Weight:** 6.2 lbs sand,1.6 lbs Cryogenic Rubber & 0.6 lbs. CoolPlay per sq. ft.
- **Pile Weight:** 43 oz/yd^2
- **Total System Weight:** 1274 oz/yd^2

VINTAGE 40 (BULLPENS & LANDSCAPE AREAS)

- **Pile Height:** 1.6 Inches
- **Infill Weight:** 8 lbs sand & .6 lbs CoolPlay per sq. ft.
- **Pile Weight:** 50 oz/yd^2
- **Total System Weight:** 1316 oz/yd^2

XT 1.75" (WARNING TRACK AREAS)

- **Pile Height:** 1.75 Inches
- **Infill Weight:** 8 lbs sand and .6 lbs CoolPlay per sq.ft.
- **Pile Weight:** 42 oz/yd^2
- **Total System Weight:** 1304 oz/yd^2

FAMILY REC AREAS

VINTAGE 40

- **Pile Height:** 1.6 Inches
- **Infill Weight:** 8 lbs sand & 0.6lbs CoolPlay per sq.ft.
- **Pile Weight:** 50 oz/yd2
- **Total System Weight:** 1316 oz/yd2

BATTING CAGES

FITTURF

- **Pile Height:** 0.75 Inches
- **Infill Weight:** N/A
- **Pile Weight:** 40 oz/yd^2
- **Total System Weight:** 128 oz/yd^2
- **Pad Backing Thickness:** 5 mm

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

a) This proposal is contingent on confirmation of a mutually agreed upon schedule
   a. Pricing base on schedule provided on 3/18/25
      i. Start Date July 10th 2025
      ii. End date July 25th 2026

b) Based on 6/10's work week (special shifts, double shifts not included)

c) Fieldturf will not mobilize on-site and start work until the subgrade has been approved and 100% available to us, without interference from other activities.

d) Assumes a continuous work schedule without interruption form other trades

e) Fieldturf will have a full time superintendent on site through Ohno Construction.

f) Fieldturf will not be responsible for field subgrades until subgrades have been approved and accepted by owners representative and Fieldturf.
   a. Field subgrades to be reviewed/accepted based on Fieldturf's schedule and availability.
   b. Subgrade to be +/- 1/2" by others. Each field's subgrade to balance within the field's limits (import or export of soils to meet subgrade not included)

g) Includes finish grading accepted subgrades to the proper tolerances, including scarification of 6" max depth.

h) Includes 1 Mobilization for the entire scope. Re-mob would be an additional cost.

i) All perimeter concrete edging shall be installed prior to mobilization of each individual field.
   a. Includes protection of field edgeband concrete curbs. Any other site concrete flatwork we will need to cross to access our fields will need to be protected by others.

j) Fencing for batting cages and bullpens shall have a minimum of 20' openings for Fieldturf to access for civil work and synthetic turf installations. The batting cage netting also need to either be hung up off the ground for installation or installed after our turf is installed. Once the synthetic turf is completed the fencing contractor can install the remainder of the fencing and netting.

k) Pricing for civil scope components (Subgrade scarification, finish grading, perimeter subdrains, flat drains, nyoplast basins, geotextile fabric, 6"-2 stone permeable base system, 6" permeable base system for bullpens, plastic nailer boards, hillsides and family activity areas, Installation of quick coupler and ss boxes, connection of Nyoplast basin to SD pipe installed 5' inside our field)

based on FT drainage & material plans dated 2/25/25. All LF, SF and units provided above in costing.

l) Site utility contractor to bring storm drainage 5' inside of field edge. All other site utilities by others

m) Includes quick couplers and aluminum. boxes per plans and specs. (Irrigation mainline to be stubbed into the field 5'. Shutoff valves by others)

n) Includes surveying of the Subdrain top of pipe for as-built locations. Does not include location of flat drains.

o) Includes in-ground athletic furnishings per spec section 32 11 16.17 (Football goal posts, Bases & Plates, including footings)

p) Includes Home Plate/Batters Box areas per plans and updated detail sheet (dated 3/20/25) for Fieldturf Easy Change system.

q) Includes finish grading accepted subgrades to the proper tolerances, including scarification of 6" max depth.

r) Includes soil separation fabric (Mirafi 140n or similar) over subgrade and in trenches.

s) Installation of the artificial in-filled grass surface upon a suitable base.

t) Inlaid Sports Markings as follows:

a. **Football/Soccer Fields:** 2 sets of Football tick marks and 2 sets of Soccer tick marks.
b. **Upper Soccer Fields:** 1 set of Soccer tick marks, 2 sets of Mini Soccer tick marks and 1 set of Boy's Lacrosse tick marks.
c. **BB/SB Multiuse Fields:** 1 set of Baseball markings, 1 set of Softball markings, 1 set of Soccer tick marks and 1 set of Boy's Lacrosse tick marks.
d. **Championship Baseball Fields:** 1 set of Baseball markings.

u) 20 sets of Baseball and Softball EasyChange Home Plate Kits

a. 21 SB Left-Handed Batters Box
b. 21 SB Right-Handed Batters Box
c. 21 BB Left-Handed Batters Box
d. 21 BB Right-handed Batters Box
e. 30 BB Catchers Box's
f. An Extra 20 Sets of Baseball (1 Set Includes right and left batters box), 20 Sets of Softball, and 10 catchers easy change areas are priced in for the City to order and have delivered when needed throughout the warranty period.

v) Attic Stock: up to 18,000 sf of repair turf. Approximately 4 rolls (6,000 sf) to ship with fields; remainder to be manufactured and shipped as needed through warranty period.

w) 1 GMAX test per field at installation.

x) Field Inspections of entire complex every 60 days.

y) Transition Strips (at Batting Cages only, 3,792 LF).

z) A 10-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface

aa) Prevailing wages.

bb) Performance & Payment Bonds.

cc) Taxes

dd) **Alternate Unit Cost: Mounds and Pitching lanes**

a. Eight (8) TPM Portable 10" Game mounds
b. Fourteen (14) TPM Portable 6" Youth Game mounds
c. Eighteen (18) 3 piece bullpen mounds
d. Twenty Eight (28) 1 piece 8" Portolite bullpen mounds.
e. Fourteen (14) Portolite Softball Game pitching lane Pro spiked
f. Twenty Eight (28) Portolite Bullpen Signature practice mat

ee) **Alternate Unit Costs: Easy Change and Attic Stock Racks**

a. We have included racking systems for the easy change and attic stock for Three (3)-40' shipping containers. Shipping containers are not included in our bid.

ff) **Alternate Unit Cost: Fieldturf Maintenance equipment**

a. Two (2) Fieldturf Maintenance Groom Right
b. Two (2) Fieldturf Maintenance equipment Field Sweep

gg) **Alternate Unit Cost: SMG Maintenance equipment**

a. SMG Sport Champ SC3D4 HL
b. SMG Leveling Brush
c. SMG Rotating Brush device
d. SMG Decompaction device
e. SMG bush, 2 units

hh) **Alternate Unit Cost: 10% Owners Allowance**

a. Scope of work to be determined and approved with written approval by owner.

PRICE DOES NOT INCLUDE:

a) This proposal does not include builders' risk or any other types or levels of insurance by the contractor not in current policy
b) This proposal does not include warranties or bonds over 1 year for Civil Work
c) This proposal is contingent on confirmation of a mutually agreed upon schedule
    a. Pricing base on schedule provided on 3/18/25
d) Pricing based on FT drainage & material plans dated 2/25/25
e) Survey/Conformance Survey by others
f) SWPPP/BMPs, NOI's by others
g) Site Access, Staging & Temporary Fencing by others
h) Demolition, Grading, Compaction of rough subgrade by others
i) Off haul or disposal of hazardous waste found during trenching
j) Compaction testing by others.
k) Drainage testing by others
l) Fieldturf will not be responsible for subgrade failures due to poor soil conditions.
m) Watering/Dust Control of the dirt subgrades prior to Fieldturf's acceptance of subgrade is to be done by others (Watering/Dust Control outside of our scope excluded at all times)
n) Dewatering by others
o) Site utility contractor to bring storm drainage 5' inside of field edge. All other site utilities by others
p) No work from other trades shall be performed on any field's finished surfaces without prior approval from Ohno
q) All costs to repair approved subgrades or finished surfaces disturbed from weather events and other activities by other trades to be paid for by the responsible party.
r) All concrete curbing/edges by others
s) Protection of concrete flatwork and sidewalks installed in construction access to field to be done by others.
t) Soccer goals, corner flags, padding, hitting mats, L screens and all other athletic equip by others.
u) Storage containers for easy change and attic stock turf rolls not included.
v) Play equipment & all site furnishings by others
w) The supply, replacement, installation and/or modification of the field edging.
x) Any costs associated with necessary changes relating to the delineation of the field.
y) Unless otherwise specified, the price does not include any G-max testing.

z) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders and will become an extra charge over and above the offered price.

aa) The design and implementation of a storm water pollution prevention plan.

bb) Site security.

cc) Silt fencing and any other fencing.

dd) Boring for utilities.

ee) Any electrical work.

ff) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.

gg) Asphalt paving.

hh) Installation of manholes, junction boxes, gabions, concrete rip rap, storm drainage not related to the field construction, grate inlets and reinforced concrete pipe.

ii) Design services and construction documentation, including, but not limited to, conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as built drawings.

jj) Repair or resurfacing asphalt parking lot if damaged by truck traffic.

kk) Permit fees, Inspection fees.

ll) Maintenance Equipment

mm) Field markings on the Family Activity Areas or Batting cages

nn) Anything not explicitly noted in the inclusions

oo) **Standard Exclusions:** Permits, Allowances, Contingencies, Design, Engineering, Inspections, Testing, LEED Requirements & Fees, LID, Requirements & Fees, Utility Locate, Unsuitable Soil Conditions, CDF/Slurry Backfill, Cement Treated Soils/Base, Hazardous & Contaminated Materials, Burrowing Owl mitigation.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

Dino Di Maulo
Project Manager
(514) 375-2577
Dino.dimaulo@fieldturf.com

Tim Coury
Regional Vice President
(760) 310-2139
tcfieldturf@gmail.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per: _____
Eddy Schmitt, President & CEO, Tarkett Sports

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

Smart Buy PURCHASING PROGRAM FIELDTURF • BEYNON

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area for each field. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

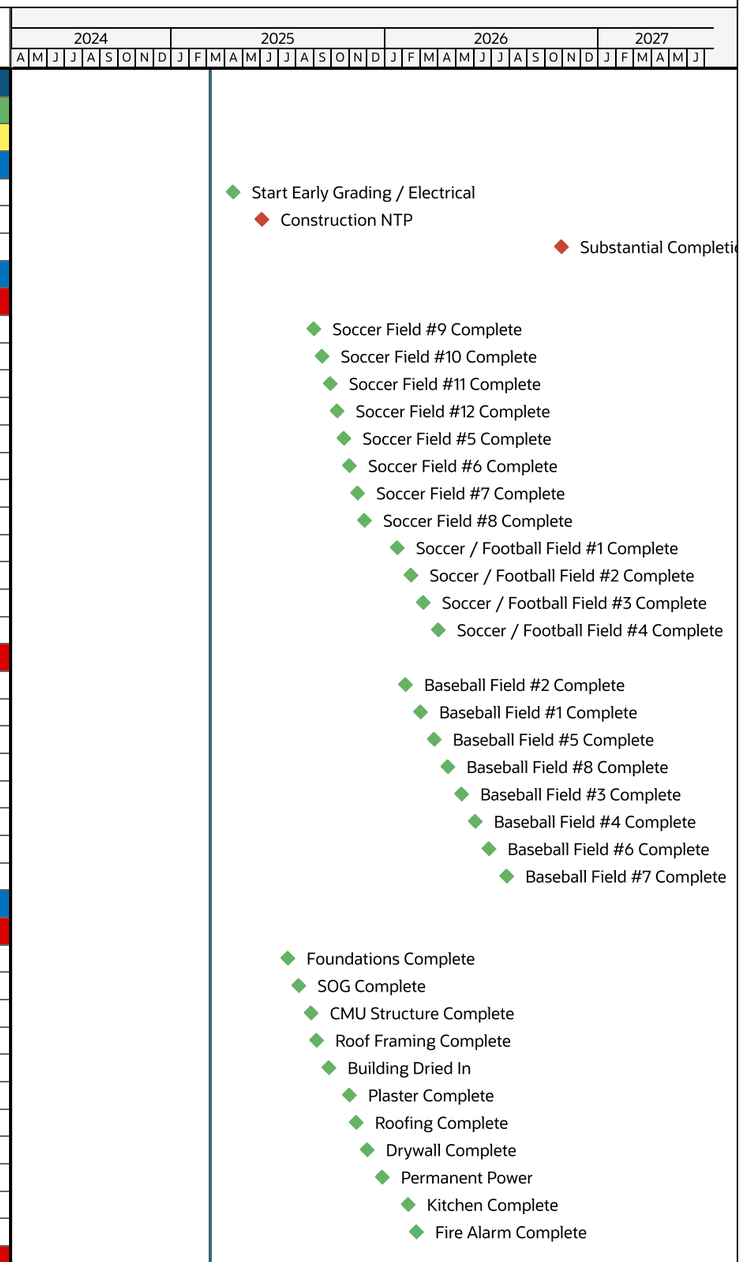
j) All colors are to be chosen from FieldTurf's standard colors.

EXHIBIT "B"

SCHEDULE OF SERVICES

PLEASE SEE ATTACHED

ID	Name	Dur	Start	Finish	Calendar
Ontario Stadium & Sports Complex - Construction Schedule - Feb 2025 UD		486d	17-Feb-25 A	29-Jan-27	
Sports Complex		486d	17-Feb-25 A	29-Jan-27	
Milestones		393d	14-Apr-25	27-Oct-26	
General Milestones		393d	14-Apr-25	27-Oct-26	
A11360	Start Early Grading / Electrical	0d	14-Apr-25 C		5x8, with holidays - 5x8, with holidays
SC-MS-100	Construction NTP	0d	02-Jun-25 C		5x8, with holidays - 5x8, with holidays
SC-MS-110	Substantial Completion of Sports Complex	0d		27-Oct-26 C	5x8, with holidays - 5x8, with holidays
Field Milestones		329d	30-Aug-25	25-Jul-26	
Soccer / Football Fields		212d	30-Aug-25	30-Mar-26	
A9760	Soccer Field #9 Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A11110	Soccer Field #10 Complete	0d		12-Sep-25	7x8, no holidays - 7x8, no holidays
A11120	Soccer Field #11 Complete	0d		26-Sep-25	7x8, no holidays - 7x8, no holidays
A11130	Soccer Field #12 Complete	0d		08-Oct-25	7x8, no holidays - 7x8, no holidays
A11140	Soccer Field #5 Complete	0d		20-Oct-25	7x8, no holidays - 7x8, no holidays
A11150	Soccer Field #6 Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A11170	Soccer Field #7 Complete	0d		13-Nov-25	7x8, no holidays - 7x8, no holidays
A11160	Soccer Field #8 Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A11180	Soccer / Football Field #1 Complete	0d		20-Jan-26	7x8, no holidays - 7x8, no holidays
A11190	Soccer / Football Field #2 Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11200	Soccer / Football Field #3 Complete	0d		05-Mar-26	7x8, no holidays - 7x8, no holidays
A11210	Soccer / Football Field #4 Complete	0d		30-Mar-26	7x8, no holidays - 7x8, no holidays
Baseball Fields		171d	04-Feb-26	25-Jul-26	
A11220	Baseball Field #2 Complete	0d		04-Feb-26	7x8, no holidays - 7x8, no holidays
A11230	Baseball Field #1 Complete	0d		27-Feb-26	7x8, no holidays - 7x8, no holidays
A11240	Baseball Field #5 Complete	0d		23-Mar-26	7x8, no holidays - 7x8, no holidays
A11250	Baseball Field #8 Complete	0d		15-Apr-26	7x8, no holidays - 7x8, no holidays
A11260	Baseball Field #3 Complete	0d		08-May-26	7x8, no holidays - 7x8, no holidays
A11270	Baseball Field #4 Complete	0d		02-Jun-26	7x8, no holidays - 7x8, no holidays
A11280	Baseball Field #6 Complete	0d		25-Jun-26	7x8, no holidays - 7x8, no holidays
A11290	Baseball Field #7 Complete	0d		25-Jul-26	7x8, no holidays - 7x8, no holidays
Building Milestones		302d	15-Jul-25	13-May-26	
Building B Soccer Plaza West		221d	15-Jul-25	21-Feb-26	
A10090	Foundations Complete	0d		15-Jul-25	7x8, no holidays - 7x8, no holidays
A9900	SOG Complete	0d		04-Aug-25	7x8, no holidays - 7x8, no holidays
A9890	CMU Structure Complete	0d		25-Aug-25	7x8, no holidays - 7x8, no holidays
A9910	Roof Framing Complete	0d		03-Sep-25	7x8, no holidays - 7x8, no holidays
A9980	Building Dried In	0d		24-Sep-25	7x8, no holidays - 7x8, no holidays
A9920	Plaster Complete	0d		29-Oct-25	7x8, no holidays - 7x8, no holidays
A9930	Roofing Complete	0d		10-Nov-25	7x8, no holidays - 7x8, no holidays
A9940	Drywall Complete	0d		29-Nov-25	7x8, no holidays - 7x8, no holidays
A9950	Permanent Power	0d		26-Dec-25	7x8, no holidays - 7x8, no holidays
A9960	Kitchen Complete	0d		07-Feb-26	7x8, no holidays - 7x8, no holidays
A9970	Fire Alarm Complete	0d		21-Feb-26	7x8, no holidays - 7x8, no holidays
Building B Soccer Plaza East		220d	21-Jul-25	26-Feb-26	

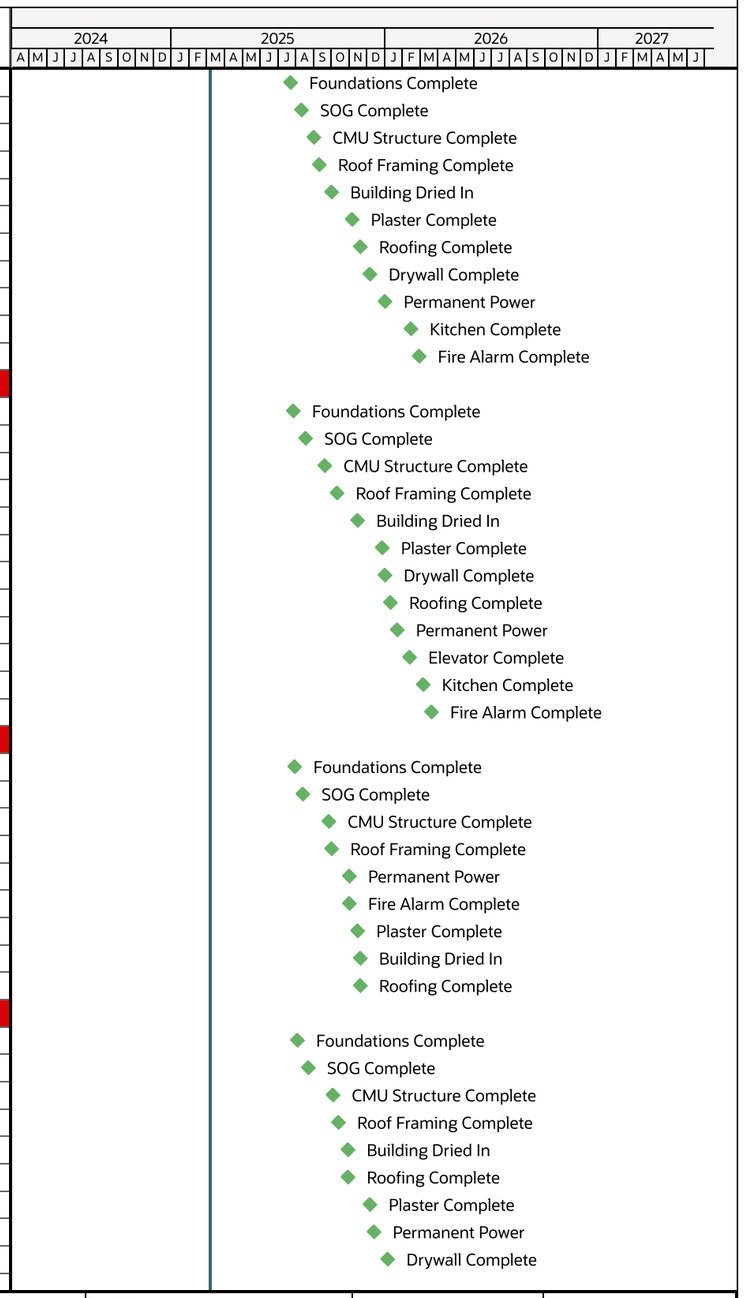


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
A10100	Foundations Complete	0d		21-Jul-25	7x8, no holidays - 7x8, no holidays
A10000	SOG Complete	0d		09-Aug-25	7x8, no holidays - 7x8, no holidays
A9990	CMU Structure Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10010	Roof Framing Complete	0d		09-Sep-25	7x8, no holidays - 7x8, no holidays
A10080	Building Dried In	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A10020	Plaster Complete	0d		04-Nov-25	7x8, no holidays - 7x8, no holidays
A10030	Roofing Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10040	Drywall Complete	0d		04-Dec-25	7x8, no holidays - 7x8, no holidays
A10050	Permanent Power	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A10060	Kitchen Complete	0d		12-Feb-26	7x8, no holidays - 7x8, no holidays
A10070	Fire Alarm Complete	0d		26-Feb-26	7x8, no holidays - 7x8, no holidays
Building A Soccer Plaza		235d	26-Jul-25	18-Mar-26	
A9770	Foundations Complete	0d		26-Jul-25	7x8, no holidays - 7x8, no holidays
A9790	SOG Complete	0d		15-Aug-25	7x8, no holidays - 7x8, no holidays
A9780	CMU Structure Complete	0d		18-Sep-25	7x8, no holidays - 7x8, no holidays
A9800	Roof Framing Complete	0d		09-Oct-25	7x8, no holidays - 7x8, no holidays
A9880	Building Dried In	0d		12-Nov-25	7x8, no holidays - 7x8, no holidays
A9810	Plaster Complete	0d		26-Dec-25	7x8, no holidays - 7x8, no holidays
A9830	Drywall Complete	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A9820	Roofing Complete	0d		08-Jan-26	7x8, no holidays - 7x8, no holidays
A9840	Permanent Power	0d		20-Jan-26	7x8, no holidays - 7x8, no holidays
A9860	Elevator Complete	0d		11-Feb-26	7x8, no holidays - 7x8, no holidays
A9850	Kitchen Complete	0d		04-Mar-26	7x8, no holidays - 7x8, no holidays
A9870	Fire Alarm Complete	0d		18-Mar-26	7x8, no holidays - 7x8, no holidays
Small Maintenance Building		113d	28-Jul-25	18-Nov-25	
A10110	Foundations Complete	0d		28-Jul-25	7x8, no holidays - 7x8, no holidays
A10120	SOG Complete	0d		12-Aug-25	7x8, no holidays - 7x8, no holidays
A10130	CMU Structure Complete	0d		24-Sep-25	7x8, no holidays - 7x8, no holidays
A10140	Roof Framing Complete	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A10190	Permanent Power	0d		29-Oct-25	7x8, no holidays - 7x8, no holidays
A10210	Fire Alarm Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10160	Plaster Complete	0d		12-Nov-25	7x8, no holidays - 7x8, no holidays
A10150	Building Dried In	0d		18-Nov-25	7x8, no holidays - 7x8, no holidays
A10170	Roofing Complete	0d		18-Nov-25	7x8, no holidays - 7x8, no holidays
Restroom Building		157d	01-Aug-25	05-Jan-26	
A10220	Foundations Complete	0d		01-Aug-25	7x8, no holidays - 7x8, no holidays
A10230	SOG Complete	0d		20-Aug-25	7x8, no holidays - 7x8, no holidays
A10240	CMU Structure Complete	0d		02-Oct-25	7x8, no holidays - 7x8, no holidays
A10250	Roof Framing Complete	0d		10-Oct-25	7x8, no holidays - 7x8, no holidays
A10260	Building Dried In	0d		28-Oct-25	7x8, no holidays - 7x8, no holidays
A10280	Roofing Complete	0d		28-Oct-25	7x8, no holidays - 7x8, no holidays
A10270	Plaster Complete	0d		03-Dec-25	7x8, no holidays - 7x8, no holidays
A10300	Permanent Power	0d		11-Dec-25	7x8, no holidays - 7x8, no holidays
A10290	Drywall Complete	0d		05-Jan-26	7x8, no holidays - 7x8, no holidays

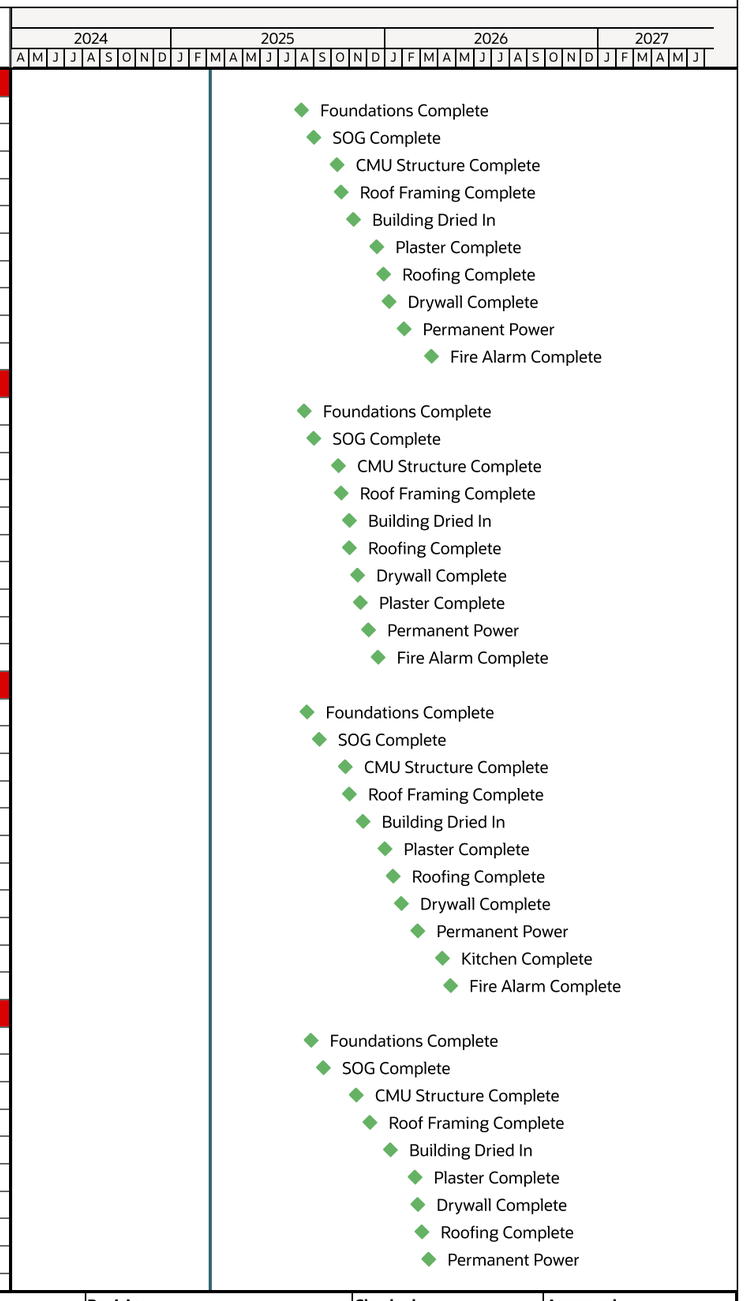


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Green Room / IT Building		222d	09-Aug-25	19-Mar-26	
A10330	Foundations Complete	0d		09-Aug-25	7x8, no holidays - 7x8, no holidays
A10340	SOG Complete	0d		29-Aug-25	7x8, no holidays - 7x8, no holidays
A10350	CMU Structure Complete	0d		08-Oct-25	7x8, no holidays - 7x8, no holidays
A10360	Roof Framing Complete	0d		16-Oct-25	7x8, no holidays - 7x8, no holidays
A10370	Building Dried In	0d		06-Nov-25	7x8, no holidays - 7x8, no holidays
A10380	Plaster Complete	0d		15-Dec-25	7x8, no holidays - 7x8, no holidays
A10390	Roofing Complete	0d		27-Dec-25	7x8, no holidays - 7x8, no holidays
A10400	Drywall Complete	0d		07-Jan-26	7x8, no holidays - 7x8, no holidays
A10410	Permanent Power	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A10430	Fire Alarm Complete	0d		19-Mar-26	7x8, no holidays - 7x8, no holidays
Ticket Booths		128d	13-Aug-25	19-Dec-25	
A10440	Foundations Complete	0d		13-Aug-25	7x8, no holidays - 7x8, no holidays
A10450	SOG Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10460	CMU Structure Complete	0d		11-Oct-25	7x8, no holidays - 7x8, no holidays
A10470	Roof Framing Complete	0d		17-Oct-25	7x8, no holidays - 7x8, no holidays
A10480	Building Dried In	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10500	Roofing Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10510	Drywall Complete	0d		14-Nov-25	7x8, no holidays - 7x8, no holidays
A10490	Plaster Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10520	Permanent Power	0d		02-Dec-25	7x8, no holidays - 7x8, no holidays
A10540	Fire Alarm Complete	0d		19-Dec-25	7x8, no holidays - 7x8, no holidays
Building B Baseball Plaza West		244d	19-Aug-25	20-Apr-26	
A10550	Foundations Complete	0d		19-Aug-25	7x8, no holidays - 7x8, no holidays
A10560	SOG Complete	0d		09-Sep-25	7x8, no holidays - 7x8, no holidays
A10570	CMU Structure Complete	0d		23-Oct-25	7x8, no holidays - 7x8, no holidays
A10580	Roof Framing Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10590	Building Dried In	0d		22-Nov-25	7x8, no holidays - 7x8, no holidays
A10600	Plaster Complete	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A10610	Roofing Complete	0d		13-Jan-26	7x8, no holidays - 7x8, no holidays
A10620	Drywall Complete	0d		28-Jan-26	7x8, no holidays - 7x8, no holidays
A10630	Permanent Power	0d		23-Feb-26	7x8, no holidays - 7x8, no holidays
A10640	Kitchen Complete	0d		06-Apr-26	7x8, no holidays - 7x8, no holidays
A10650	Fire Alarm Complete	0d		20-Apr-26	7x8, no holidays - 7x8, no holidays
Building A Baseball Plaza		257d	25-Aug-25	09-May-26	
A10660	Foundations Complete	0d		25-Aug-25	7x8, no holidays - 7x8, no holidays
A10670	SOG Complete	0d		15-Sep-25	7x8, no holidays - 7x8, no holidays
A10680	CMU Structure Complete	0d		10-Nov-25	7x8, no holidays - 7x8, no holidays
A10690	Roof Framing Complete	0d		04-Dec-25	7x8, no holidays - 7x8, no holidays
A10700	Building Dried In	0d		08-Jan-26	7x8, no holidays - 7x8, no holidays
A10710	Plaster Complete	0d		18-Feb-26	7x8, no holidays - 7x8, no holidays
A10730	Drywall Complete	0d		23-Feb-26	7x8, no holidays - 7x8, no holidays
A10720	Roofing Complete	0d		02-Mar-26	7x8, no holidays - 7x8, no holidays
A10740	Permanent Power	0d		13-Mar-26	7x8, no holidays - 7x8, no holidays

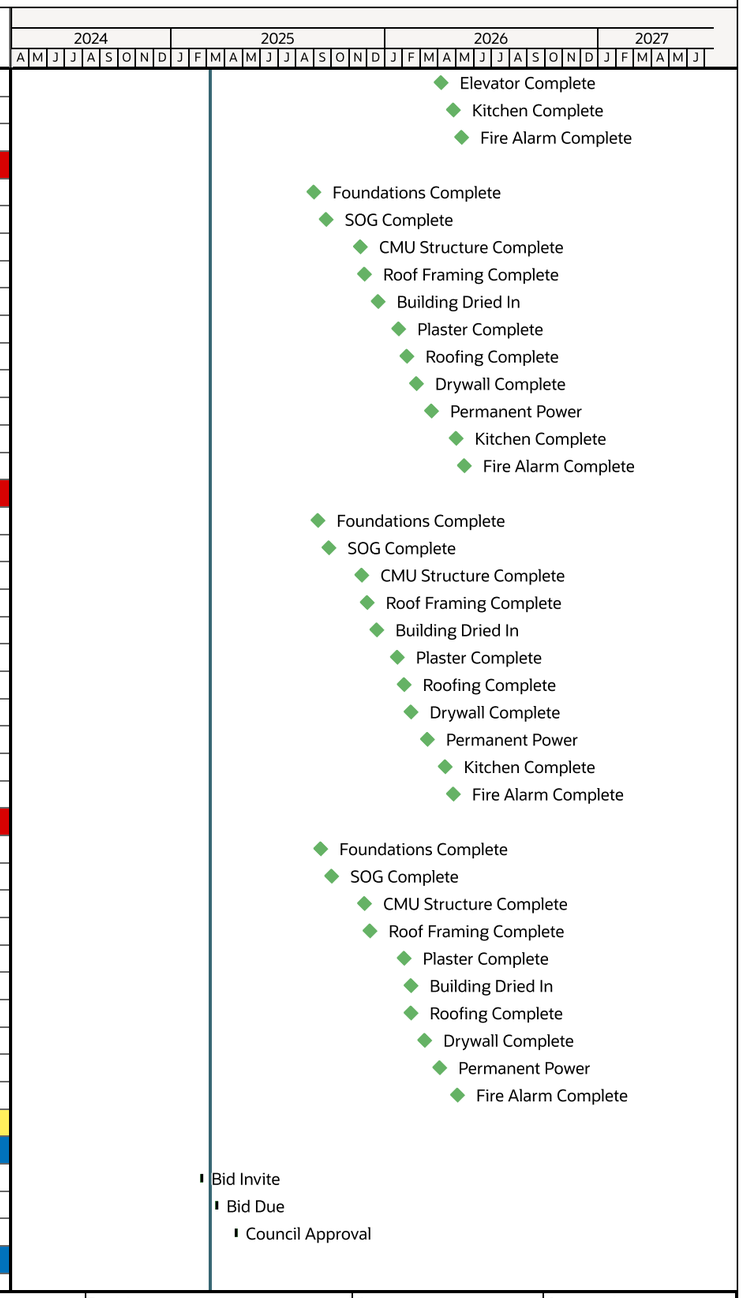


Current
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Critical
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
A11100	Elevator Complete	0d		04-Apr-26	7x8, no holidays - 7x8, no holidays
A10750	Kitchen Complete	0d		25-Apr-26	7x8, no holidays - 7x8, no holidays
A10760	Fire Alarm Complete	0d		09-May-26	7x8, no holidays - 7x8, no holidays
Building B Baseball Plaza East		256d	30-Aug-25	13-May-26	
A10770	Foundations Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10780	SOG Complete	0d		20-Sep-25	7x8, no holidays - 7x8, no holidays
A10790	CMU Structure Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10800	Roof Framing Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A10810	Building Dried In	0d		18-Dec-25	7x8, no holidays - 7x8, no holidays
A10820	Plaster Complete	0d		24-Jan-26	7x8, no holidays - 7x8, no holidays
A10830	Roofing Complete	0d		05-Feb-26	7x8, no holidays - 7x8, no holidays
A10840	Drywall Complete	0d		20-Feb-26	7x8, no holidays - 7x8, no holidays
A10850	Permanent Power	0d		18-Mar-26	7x8, no holidays - 7x8, no holidays
A10860	Kitchen Complete	0d		29-Apr-26	7x8, no holidays - 7x8, no holidays
A10870	Fire Alarm Complete	0d		13-May-26	7x8, no holidays - 7x8, no holidays
Food Service Building		232d	05-Sep-25	25-Apr-26	
A10880	Foundations Complete	0d		05-Sep-25	7x8, no holidays - 7x8, no holidays
A10890	SOG Complete	0d		25-Sep-25	7x8, no holidays - 7x8, no holidays
A10900	CMU Structure Complete	0d		19-Nov-25	7x8, no holidays - 7x8, no holidays
A10910	Roof Framing Complete	0d		29-Nov-25	7x8, no holidays - 7x8, no holidays
A10920	Building Dried In	0d		15-Dec-25	7x8, no holidays - 7x8, no holidays
A10930	Plaster Complete	0d		21-Jan-26	7x8, no holidays - 7x8, no holidays
A10940	Roofing Complete	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A10950	Drywall Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A10960	Permanent Power	0d		10-Mar-26	7x8, no holidays - 7x8, no holidays
A10970	Kitchen Complete	0d		11-Apr-26	7x8, no holidays - 7x8, no holidays
A10980	Fire Alarm Complete	0d		25-Apr-26	7x8, no holidays - 7x8, no holidays
Large Maintenance Building		234d	10-Sep-25	02-May-26	
A10990	Foundations Complete	0d		10-Sep-25	7x8, no holidays - 7x8, no holidays
A11000	SOG Complete	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A11010	CMU Structure Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A11020	Roof Framing Complete	0d		05-Dec-25	7x8, no holidays - 7x8, no holidays
A11040	Plaster Complete	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A11030	Building Dried In	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11050	Roofing Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11060	Drywall Complete	0d		06-Mar-26	7x8, no holidays - 7x8, no holidays
A11070	Permanent Power	0d		01-Apr-26	7x8, no holidays - 7x8, no holidays
A11090	Fire Alarm Complete	0d		02-May-26	7x8, no holidays - 7x8, no holidays
Pre-Construction		57d	17-Feb-25 A	20-May-25	
Early Electrical Bid		32d	17-Feb-25 A	15-Apr-25	
SC-PC-1000	Bid Invite	1d	17-Feb-25 A	17-Feb-25 A	5x8, with holidays - 5x8, with holidays
SC-PC-1010	Bid Due	1d	13-Mar-25	13-Mar-25	5x8, with holidays - 5x8, with holidays
SC-PC-1020	Council Approval	1d	15-Apr-25	15-Apr-25	5x8, with holidays - 5x8, with holidays
Remaining Trade Bid		57d	03-Mar-25	20-May-25	

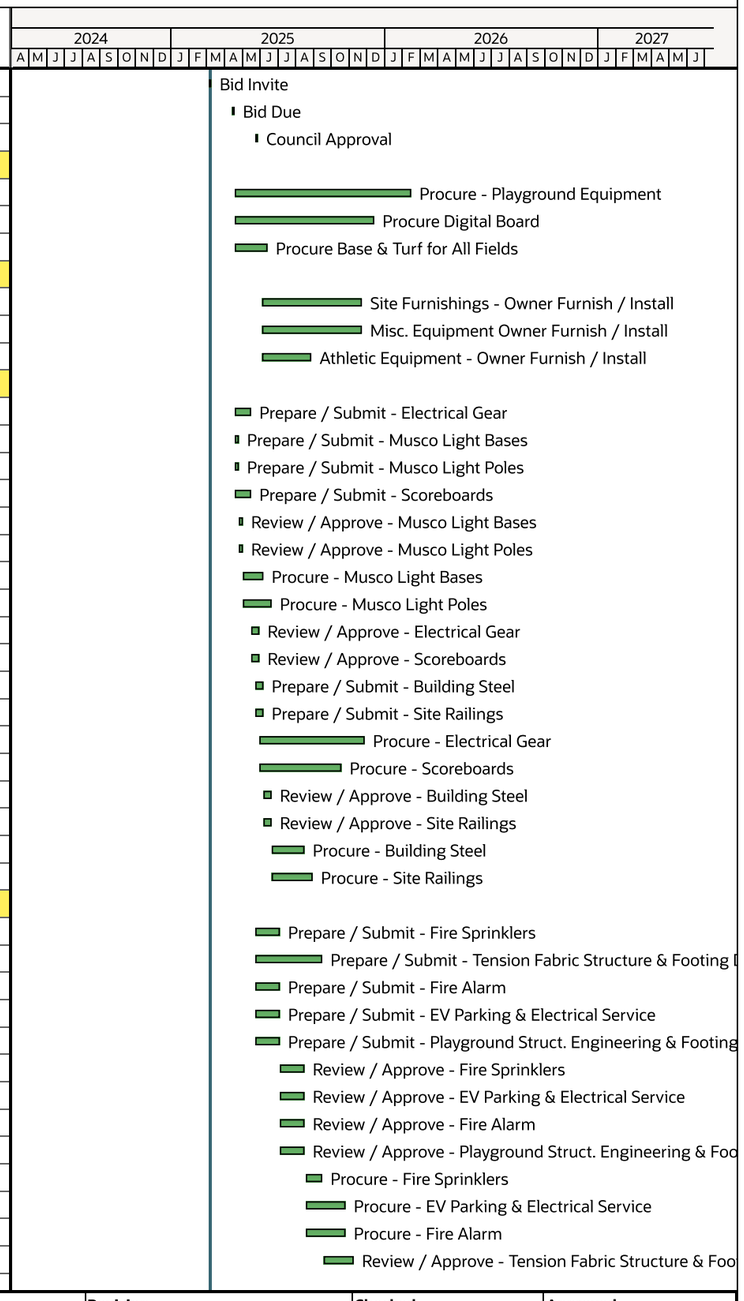


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SC-PC-1030	Bid Invite	1d	03-Mar-25 C	03-Mar-25	5x8, with holidays - 5x8, with holidays
SC-PC-1040	Bid Due	1d	10-Apr-25	10-Apr-25	5x8, with holidays - 5x8, with holidays
SC-PC-1050	Council Approval	1d	20-May-25	20-May-25	5x8, with holidays - 5x8, with holidays
Owner / City Direct Buy Procurement		211d	16-Apr-25	13-Feb-26	
32-1020	Procure - Playground Equipment	210d	16-Apr-25	13-Feb-26	5x8, with holidays - 5x8, with holidays
32-1865	Procure Digital Board	165d	16-Apr-25	10-Dec-25	5x8, with holidays - 5x8, with holidays
32-1845	Procure Base & Turf for All Fields	40d	16-Apr-25	11-Jun-25	5x8, with holidays - 5x8, with holidays
Owner Furnish/ Install		120d	02-Jun-25	19-Nov-25	
A11300	Site Furnishings - Owner Furnish / Install	120d	02-Jun-25	19-Nov-25	5x8, with holidays - 5x8, with holidays
A11320	Misc. Equipment Owner Furnish / Install	120d	02-Jun-25	19-Nov-25	5x8, with holidays - 5x8, with holidays
A11310	Athletic Equipment - Owner Furnish / Install	60d	02-Jun-25	25-Aug-25	5x8, with holidays - 5x8, with holidays
Submittals / Procurement		156d	16-Apr-25	24-Nov-25	
26-1500	Prepare / Submit - Electrical Gear	20d	16-Apr-25	13-May-25	5x8, with holidays - 5x8, with holidays
26-2030	Prepare / Submit - Musco Light Bases	5d	16-Apr-25	22-Apr-25	5x8, with holidays - 5x8, with holidays
26-2060	Prepare / Submit - Musco Light Poles	5d	16-Apr-25	22-Apr-25	5x8, with holidays - 5x8, with holidays
26-2090	Prepare / Submit - Scoreboards	20d	16-Apr-25	13-May-25	5x8, with holidays - 5x8, with holidays
26-2040	Review / Approve - Musco Light Bases	5d	23-Apr-25	29-Apr-25	5x8, with holidays - 5x8, with holidays
26-2070	Review / Approve - Musco Light Poles	5d	23-Apr-25	29-Apr-25	5x8, with holidays - 5x8, with holidays
26-2050	Procure - Musco Light Bases	25d	30-Apr-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
26-2080	Procure - Musco Light Poles	35d	30-Apr-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
26-1510	Review / Approve - Electrical Gear	10d	14-May-25	28-May-25	5x8, with holidays - 5x8, with holidays
26-2100	Review / Approve - Scoreboards	10d	14-May-25	28-May-25	5x8, with holidays - 5x8, with holidays
05-1500	Prepare / Submit - Building Steel	10d	21-May-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
05-4030	Prepare / Submit - Site Railings	10d	21-May-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
26-1520	Procure - Electrical Gear	125d	29-May-25	24-Nov-25	5x8, with holidays - 5x8, with holidays
26-2110	Procure - Scoreboards	100d	29-May-25	17-Oct-25	5x8, with holidays - 5x8, with holidays
05-1510	Review / Approve - Building Steel	10d	05-Jun-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
05-4040	Review / Approve - Site Railings	10d	05-Jun-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
05-1515	Procure - Building Steel	40d	19-Jun-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
05-4050	Procure - Site Railings	50d	19-Jun-25	28-Aug-25	5x8, with holidays - 5x8, with holidays
Deferred Submittals / Procurement		201d	21-May-25	06-Mar-26	
21-2500	Prepare / Submit - Fire Sprinklers	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
13-1000	Prepare / Submit - Tension Fabric Structure & Footing Design	80d	21-May-25	12-Sep-25	5x8, with holidays - 5x8, with holidays
28-2500	Prepare / Submit - Fire Alarm	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
26-2500	Prepare / Submit - EV Parking & Electrical Service	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
13-1040	Prepare / Submit - Playground Struct. Engineering & Footing Design	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
21-2510	Review / Approve - Fire Sprinklers	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
26-2510	Review / Approve - EV Parking & Electrical Service	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
28-2510	Review / Approve - Fire Alarm	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
13-1050	Review / Approve - Playground Struct. Engineering & Footing Design	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
21-2520	Procure - Fire Sprinklers	20d	15-Aug-25	12-Sep-25	5x8, with holidays - 5x8, with holidays
26-2520	Procure - EV Parking & Electrical Service	50d	15-Aug-25	24-Oct-25	5x8, with holidays - 5x8, with holidays
28-2520	Procure - Fire Alarm	50d	15-Aug-25	24-Oct-25	5x8, with holidays - 5x8, with holidays
13-1010	Review / Approve - Tension Fabric Structure & Footing Design	40d	15-Sep-25	07-Nov-25	5x8, with holidays - 5x8, with holidays

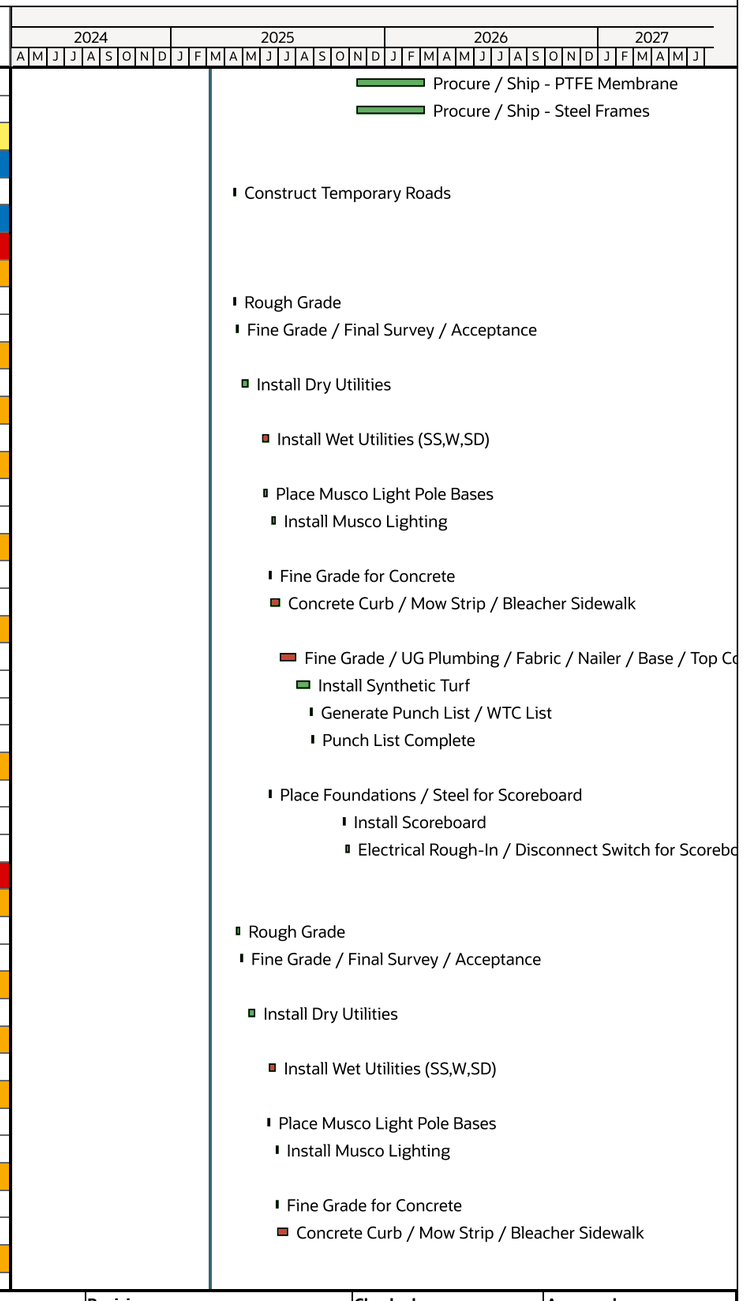


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
13-1030	Procure / Ship - PTFE Membrane	80d	10-Nov-25	06-Mar-26	5x8, with holidays - 5x8, with holidays
13-1020	Procure / Ship - Steel Frames	80d	10-Nov-25	06-Mar-26	5x8, with holidays - 5x8, with holidays
Construction of Sports Complex		456d	14-Apr-25	29-Jan-27	
Temporary Roads		5d	14-Apr-25	18-Apr-25	
TR-1000	Construct Temporary Roads	5d	14-Apr-25	18-Apr-25	5x8, with holidays - 5x8, with holidays
Soccer Facilities		259d	14-Apr-25	20-Apr-26	
Soccer Field 9		141d	14-Apr-25	29-Oct-25	
Grading		6d	14-Apr-25	19-Apr-25	
SF-1000	Rough Grade	5d	14-Apr-25	19-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-1005	Fine Grade / Final Survey / Acceptance	1d	19-Apr-25	19-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	28-Apr-25	09-May-25	
SF-1020	Install Dry Utilities	10d	28-Apr-25	09-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	02-Jun-25	13-Jun-25	
SF-1010	Install Wet Utilities (SS,W,SD)	10d	02-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	05-Jun-25	24-Jun-25	
SF-1030	Place Musco Light Pole Bases	5d	05-Jun-25	10-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1040	Install Musco Lighting	5d	19-Jun-25	24-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	13-Jun-25	02-Jul-25	
SF-1050	Fine Grade for Concrete	2d	13-Jun-25	14-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1060	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	16-Jun-25	02-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	03-Jul-25	30-Aug-25	
SF-1070	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	03-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1080	Install Synthetic Turf	20d	31-Jul-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1090	Generate Punch List / WTC List	2d	23-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1100	Punch List Complete	5d	26-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		117d	13-Jun-25	29-Oct-25	
SF-1110	Place Foundations / Steel for Scoreboard	5d	13-Jun-25	18-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1120	Install Scoreboard	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1130	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 10		140d	19-Apr-25	04-Nov-25	
Grading		6d	19-Apr-25	25-Apr-25	
SF-1140	Rough Grade	5d	19-Apr-25	25-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-1145	Fine Grade / Final Survey / Acceptance	1d	25-Apr-25	25-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	09-May-25	21-May-25	
SF-1160	Install Dry Utilities	10d	09-May-25	21-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Jun-25	25-Jun-25	
SF-1150	Install Wet Utilities (SS,W,SD)	10d	13-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	11-Jun-25	30-Jun-25	
SF-1170	Place Musco Light Pole Bases	5d	11-Jun-25	16-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1180	Install Musco Lighting	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	25-Jun-25	15-Jul-25	
SF-1190	Fine Grade for Concrete	2d	25-Jun-25	26-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1200	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Jun-25	15-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	16-Jul-25	12-Sep-25	

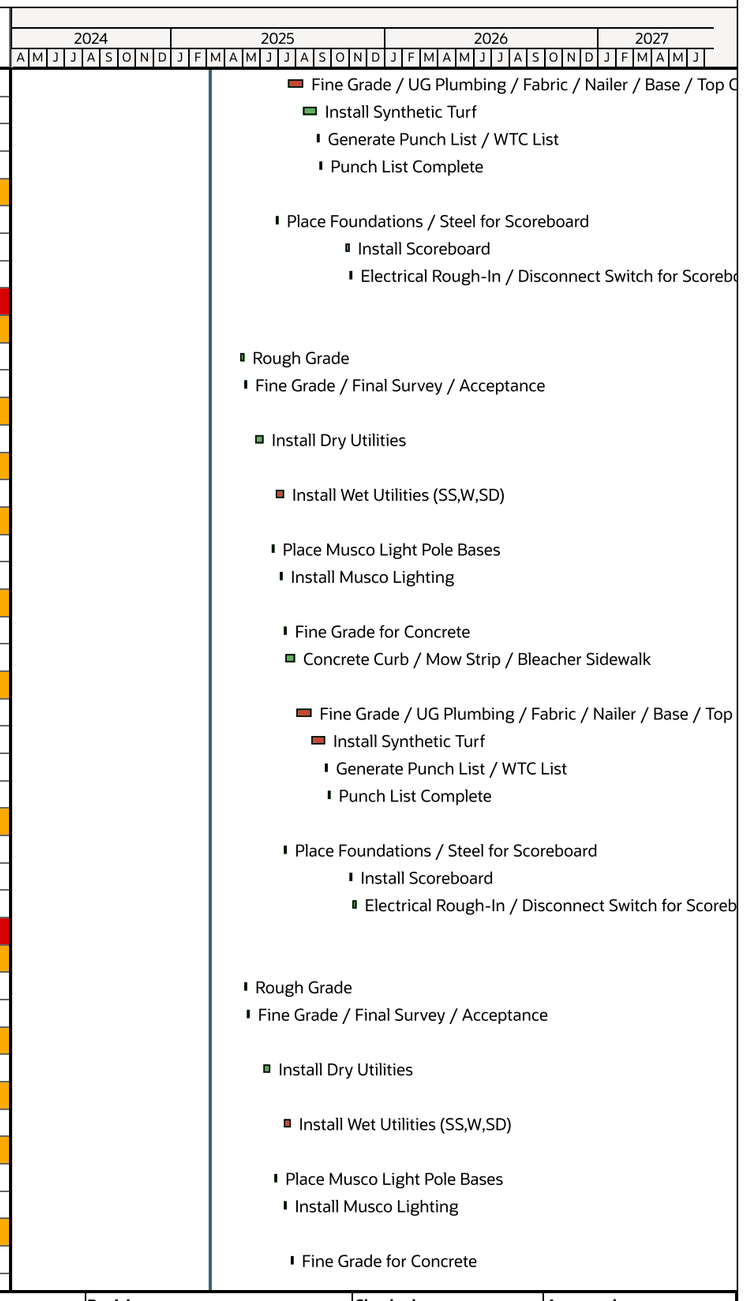


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SF-1210	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	16-Jul-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1220	Install Synthetic Turf	20d	12-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1230	Generate Punch List / WTC List	2d	05-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1240	Punch List Complete	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		112d	25-Jun-25	04-Nov-25	
SF-1250	Place Foundations / Steel for Scoreboard	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1260	Install Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1270	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 11		140d	25-Apr-25	10-Nov-25	
Grading		6d	25-Apr-25	01-May-25	
SF-1280	Rough Grade	5d	25-Apr-25	01-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3220	Fine Grade / Final Survey / Acceptance	1d	01-May-25	01-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		11d	21-May-25	04-Jun-25	
SF-1300	Install Dry Utilities	10d	21-May-25	04-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	25-Jun-25	09-Jul-25	
SF-1290	Install Wet Utilities (SS,W,SD)	10d	25-Jun-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	17-Jun-25	07-Jul-25	
SF-1310	Place Musco Light Pole Bases	5d	17-Jun-25	21-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1320	Install Musco Lighting	5d	01-Jul-25	07-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	09-Jul-25	28-Jul-25	
SF-1330	Fine Grade for Concrete	2d	09-Jul-25	10-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1340	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	11-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	30-Jul-25	26-Sep-25	
SF-1350	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	30-Jul-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1360	Install Synthetic Turf	20d	26-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1370	Generate Punch List / WTC List	2d	19-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1380	Punch List Complete	5d	22-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		106d	09-Jul-25	10-Nov-25	
SF-1390	Place Foundations / Steel for Scoreboard	5d	09-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1400	Install Scoreboard	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1410	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 12		140d	01-May-25	17-Nov-25	
Grading		6d	01-May-25	07-May-25	
SF-1420	Rough Grade	5d	01-May-25	07-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3230	Fine Grade / Final Survey / Acceptance	1d	07-May-25	07-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	04-Jun-25	16-Jun-25	
SF-1440	Install Dry Utilities	10d	04-Jun-25	16-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	09-Jul-25	21-Jul-25	
SF-1430	Install Wet Utilities (SS,W,SD)	10d	09-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	23-Jun-25	12-Jul-25	
SF-1450	Place Musco Light Pole Bases	5d	23-Jun-25	27-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1460	Install Musco Lighting	5d	08-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	21-Jul-25	08-Aug-25	
SF-1470	Fine Grade for Concrete	2d	21-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

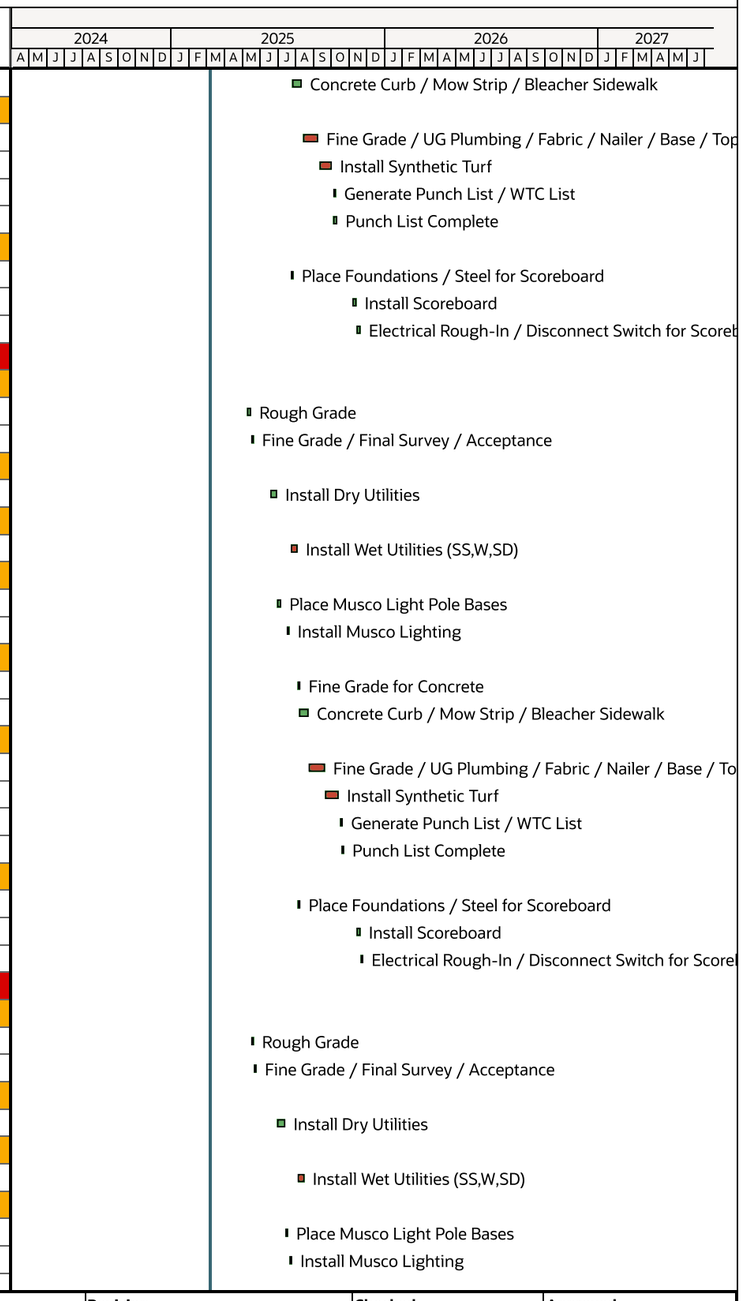


Current
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Critical
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-1480	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	23-Jul-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	11-Aug-25	08-Oct-25	
SF-1490	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	11-Aug-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1500	Install Synthetic Turf	20d	08-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1510	Generate Punch List / WTC List	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1520	Punch List Complete	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		101d	21-Jul-25	17-Nov-25	
SF-1530	Place Foundations / Steel for Scoreboard	5d	21-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1540	Install Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1550	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 5		140d	07-May-25	22-Nov-25	
Grading		6d	07-May-25	13-May-25	
SF-1560	Rough Grade	5d	07-May-25	13-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3240	Fine Grade / Final Survey / Acceptance	1d	13-May-25	13-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	16-Jun-25	27-Jun-25	
SF-1580	Install Dry Utilities	10d	16-Jun-25	27-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	21-Jul-25	01-Aug-25	
SF-1570	Install Wet Utilities (SS,W,SD)	10d	21-Jul-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	28-Jun-25	18-Jul-25	
SF-1590	Place Musco Light Pole Bases	5d	28-Jun-25	03-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1600	Install Musco Lighting	5d	14-Jul-25	18-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	01-Aug-25	20-Aug-25	
SF-1610	Fine Grade for Concrete	2d	01-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1620	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	04-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	22-Aug-25	20-Oct-25	
SF-1630	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	22-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1640	Install Synthetic Turf	20d	19-Sep-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1650	Generate Punch List / WTC List	2d	13-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1660	Punch List Complete	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		96d	01-Aug-25	22-Nov-25	
SF-1670	Place Foundations / Steel for Scoreboard	5d	01-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1680	Install Scoreboard	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1690	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 6		140d	13-May-25	01-Dec-25	
Grading		6d	13-May-25	19-May-25	
SF-1700	Rough Grade	5d	13-May-25	19-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3250	Fine Grade / Final Survey / Acceptance	1d	19-May-25	19-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Jun-25	11-Jul-25	
SF-1720	Install Dry Utilities	10d	27-Jun-25	11-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	01-Aug-25	13-Aug-25	
SF-1710	Install Wet Utilities (SS,W,SD)	10d	01-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		12d	11-Jul-25	24-Jul-25	
SF-1730	Place Musco Light Pole Bases	5d	11-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1740	Install Musco Lighting	5d	19-Jul-25	24-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

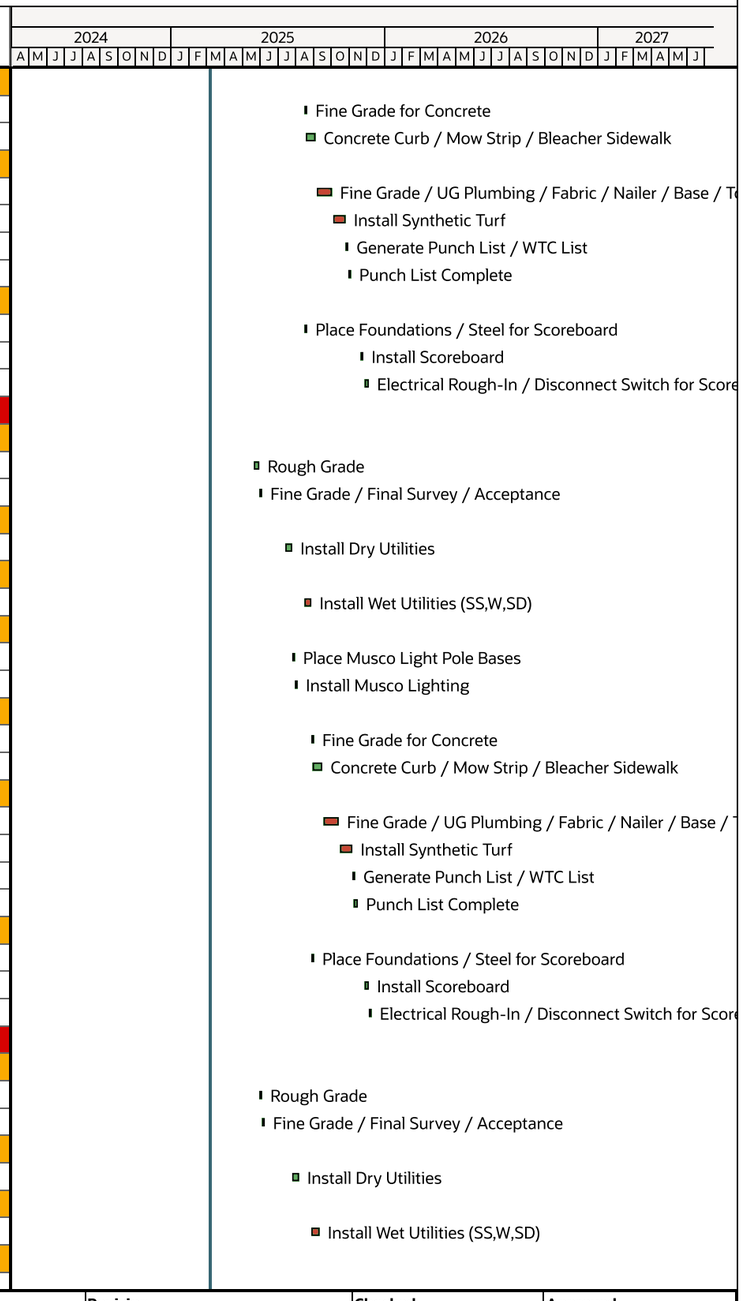


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Site Concrete Before Field		17d	13-Aug-25	02-Sep-25	
SF-1750	Fine Grade for Concrete	2d	13-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1760	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	04-Sep-25	31-Oct-25	
SF-1770	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	04-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1780	Install Synthetic Turf	20d	01-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1790	Generate Punch List / WTC List	2d	24-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1800	Punch List Complete	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		91d	13-Aug-25	01-Dec-25	
SF-1810	Place Foundations / Steel for Scoreboard	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1820	Install Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1830	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 7		140d	19-May-25	06-Dec-25	
Grading		7d	19-May-25	27-May-25	
SF-1840	Rough Grade	5d	19-May-25	27-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3260	Fine Grade / Final Survey / Acceptance	1d	27-May-25	27-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	11-Jul-25	23-Jul-25	
SF-1860	Install Dry Utilities	10d	11-Jul-25	23-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Aug-25	25-Aug-25	
SF-1850	Install Wet Utilities (SS,W,SD)	10d	13-Aug-25	25-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	23-Jul-25	02-Aug-25	
SF-1870	Place Musco Light Pole Bases	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1880	Install Musco Lighting	5d	29-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	25-Aug-25	13-Sep-25	
SF-1890	Fine Grade for Concrete	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1900	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Aug-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	16-Sep-25	13-Nov-25	
SF-1910	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	16-Sep-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1920	Install Synthetic Turf	20d	13-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1930	Generate Punch List / WTC List	2d	05-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1940	Punch List Complete	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		86d	25-Aug-25	06-Dec-25	
SF-1950	Place Foundations / Steel for Scoreboard	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1960	Install Scoreboard	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1970	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 8		139d	27-May-25	12-Dec-25	
Grading		6d	27-May-25	02-Jun-25	
SF-1980	Rough Grade	5d	27-May-25	02-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3270	Fine Grade / Final Survey / Acceptance	1d	02-Jun-25	02-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	23-Jul-25	04-Aug-25	
SF-2000	Install Dry Utilities	10d	23-Jul-25	04-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	25-Aug-25	08-Sep-25	
SF-1990	Install Wet Utilities (SS,W,SD)	10d	25-Aug-25	08-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	04-Aug-25	14-Aug-25	

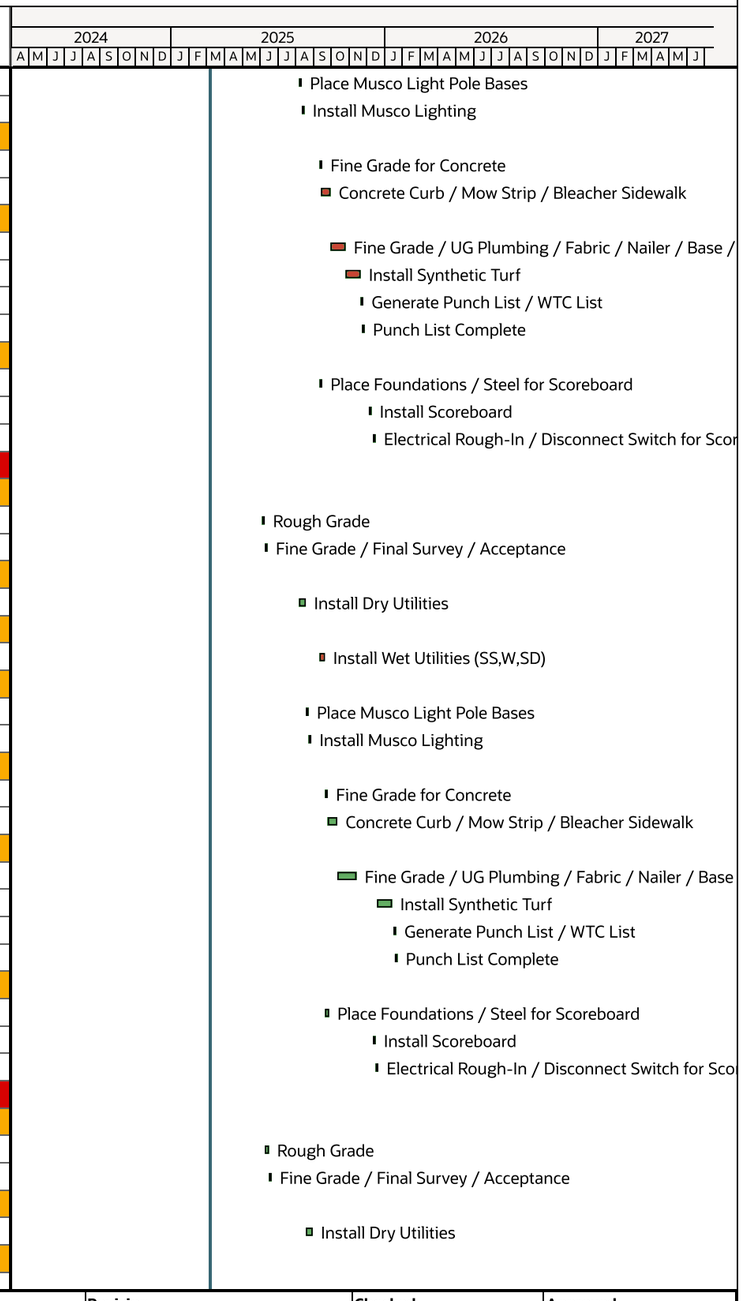


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-2010	Place Musco Light Pole Bases	5d	04-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2020	Install Musco Lighting	5d	09-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	08-Sep-25	26-Sep-25	
SF-2030	Fine Grade for Concrete	2d	08-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2040	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	10-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	27-Sep-25	25-Nov-25	
SF-2050	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	27-Sep-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2060	Install Synthetic Turf	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2070	Generate Punch List / WTC List	2d	18-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2080	Punch List Complete	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		80d	08-Sep-25	12-Dec-25	
SF-2090	Place Foundations / Steel for Scoreboard	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2100	Install Scoreboard	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2110	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 4		160d	02-Jun-25	20-Jan-26	
Grading		6d	02-Jun-25	07-Jun-25	
SF-2120	Rough Grade	5d	02-Jun-25	07-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3280	Fine Grade / Final Survey / Acceptance	1d	07-Jun-25	07-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	04-Aug-25	15-Aug-25	
SF-2140	Install Dry Utilities	10d	04-Aug-25	15-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	08-Sep-25	19-Sep-25	
SF-2130	Install Wet Utilities (SS,W,SD)	10d	08-Sep-25	19-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	15-Aug-25	26-Aug-25	
SF-2150	Place Musco Light Pole Bases	5d	15-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2160	Install Musco Lighting	5d	21-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	19-Sep-25	08-Oct-25	
SF-2170	Fine Grade for Concrete	2d	19-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2180	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	22-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		84d	09-Oct-25	20-Jan-26	
SF-2190	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	09-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2200	Install Synthetic Turf	21d	17-Dec-25	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2210	Generate Punch List / WTC List	2d	13-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2220	Punch List Complete	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		75d	19-Sep-25	18-Dec-25	
SF-2230	Place Foundations / Steel for Scoreboard	5d	19-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2240	Install Scoreboard	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2250	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 3		173d	07-Jun-25	13-Feb-26	
Grading		6d	07-Jun-25	13-Jun-25	
SF-2260	Rough Grade	5d	07-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3290	Fine Grade / Final Survey / Acceptance	1d	13-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	15-Aug-25	27-Aug-25	
SF-2280	Install Dry Utilities	10d	15-Aug-25	27-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	19-Sep-25	01-Oct-25	

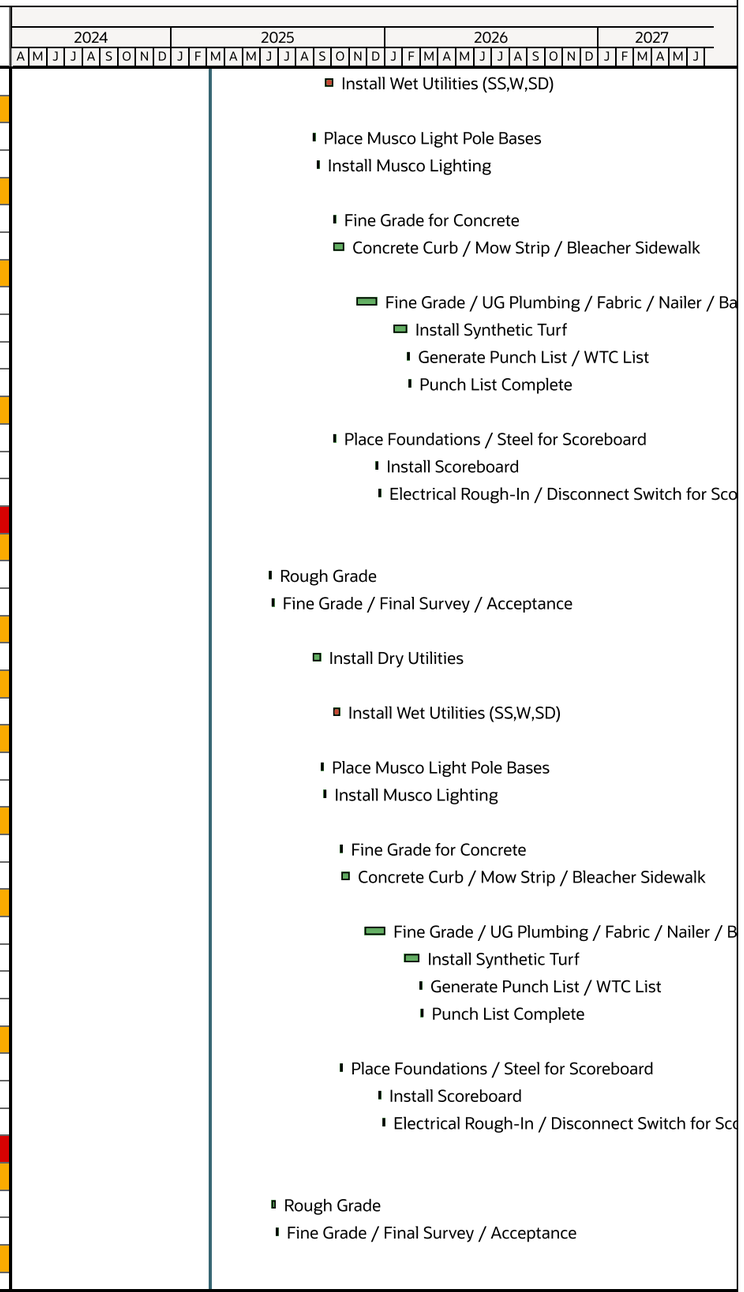


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ID	Name	Dur	Start	Finish	Calendar
SF-2270	Install Wet Utilities (SS,W,SD)	10d	19-Sep-25	01-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	27-Aug-25	08-Sep-25	
SF-2290	Place Musco Light Pole Bases	5d	27-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2300	Install Musco Lighting	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	01-Oct-25	20-Oct-25	
SF-2310	Fine Grade for Concrete	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2320	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	03-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		77d	12-Nov-25	13-Feb-26	
SF-2330	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	12-Nov-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2340	Install Synthetic Turf	21d	13-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2350	Generate Punch List / WTC List	2d	06-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2360	Punch List Complete	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		70d	01-Oct-25	24-Dec-25	
SF-2370	Place Foundations / Steel for Scoreboard	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2380	Install Scoreboard	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2390	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 2		183d	13-Jun-25	05-Mar-26	
Grading		6d	13-Jun-25	19-Jun-25	
SF-2400	Rough Grade	5d	13-Jun-25	19-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3300	Fine Grade / Final Survey / Acceptance	1d	19-Jun-25	19-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Aug-25	10-Sep-25	
SF-2420	Install Dry Utilities	10d	27-Aug-25	10-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	01-Oct-25	13-Oct-25	
SF-2410	Install Wet Utilities (SS,W,SD)	10d	01-Oct-25	13-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	10-Sep-25	20-Sep-25	
SF-2430	Place Musco Light Pole Bases	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2440	Install Musco Lighting	5d	16-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	13-Oct-25	31-Oct-25	
SF-2450	Fine Grade for Concrete	2d	13-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2460	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		84d	24-Nov-25	05-Mar-26	
SF-2470	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	24-Nov-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2480	Install Synthetic Turf	21d	02-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2490	Generate Punch List / WTC List	2d	26-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2500	Punch List Complete	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		65d	13-Oct-25	31-Dec-25	
SF-2510	Place Foundations / Steel for Scoreboard	5d	13-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2520	Install Scoreboard	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2530	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 1		196d	19-Jun-25	30-Mar-26	
Grading		6d	19-Jun-25	25-Jun-25	
SF-2540	Rough Grade	5d	19-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3310	Fine Grade / Final Survey / Acceptance	1d	25-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	10-Sep-25	22-Sep-25	

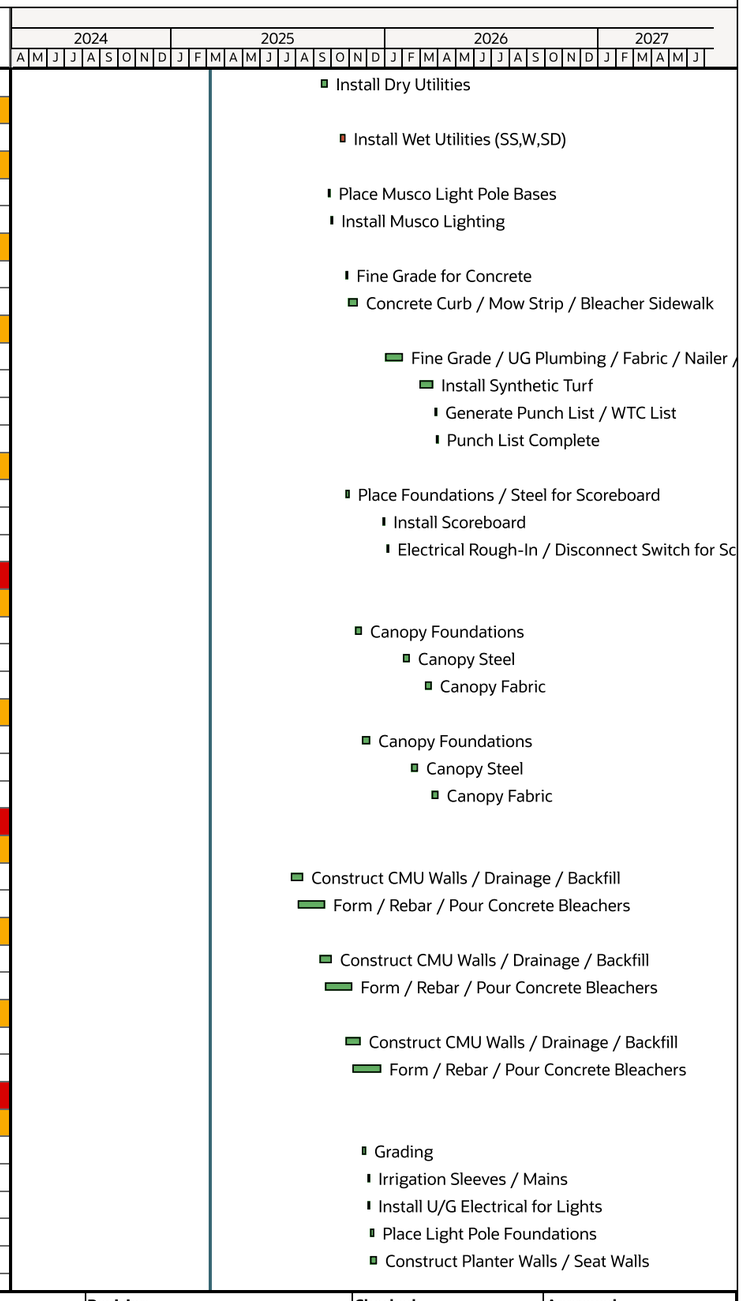


Current
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Summary

Tilden-Coil CONSTRUCTORS
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ID	Name	Dur	Start	Finish	Calendar
SF-2560	Install Dry Utilities	10d	10-Sep-25	22-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Oct-25	24-Oct-25	
SF-2550	Install Wet Utilities (SS,W,SD)	10d	13-Oct-25	24-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	22-Sep-25	02-Oct-25	
SF-2570	Place Musco Light Pole Bases	5d	22-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2580	Install Musco Lighting	5d	27-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	24-Oct-25	13-Nov-25	
SF-2590	Fine Grade for Concrete	2d	24-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2600	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Oct-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		77d	30-Dec-25	30-Mar-26	
SF-2610	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	30-Dec-25	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2620	Install Synthetic Turf	21d	26-Feb-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2630	Generate Punch List / WTC List	2d	23-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2640	Punch List Complete	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		60d	24-Oct-25	07-Jan-26	
SF-2650	Place Foundations / Steel for Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2660	Install Scoreboard	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2670	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Soccer Facilities		117d	08-Nov-25	30-Mar-26	
Canopies 9-12		107d	08-Nov-25	18-Mar-26	
SF-2680	Canopy Foundations	10d	08-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2690	Canopy Steel	10d	31-Jan-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2700	Canopy Fabric	10d	07-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies 5-8		107d	21-Nov-25	30-Mar-26	
SF-2710	Canopy Foundations	10d	21-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2720	Canopy Steel	10d	12-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2730	Canopy Fabric	10d	19-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields		131d	21-Jul-25	24-Dec-25	
Walls / Concrete Bleachers @ Soccer Fields 9-12		50d	21-Jul-25	17-Sep-25	
SF-2760	Construct CMU Walls / Drainage / Backfill	20d	21-Jul-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2780	Form / Rebar / Pour Concrete Bleachers	40d	01-Aug-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields 5-8		50d	08-Sep-25	04-Nov-25	
SF-2920	Construct CMU Walls / Drainage / Backfill	20d	08-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2940	Form / Rebar / Pour Concrete Bleachers	40d	19-Sep-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields 1-4		50d	24-Oct-25	24-Dec-25	
SF-3080	Construct CMU Walls / Drainage / Backfill	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3100	Form / Rebar / Pour Concrete Bleachers	40d	05-Nov-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways Around Soccer Fields		90d	21-Nov-25	10-Mar-26	
Seating Area / Walkways @ Soccer Fields 9-12		64d	21-Nov-25	07-Feb-26	
SF-2740	Grading	5d	21-Nov-25	26-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2790	Irrigation Sleeves / Mains	5d	29-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2800	Install U/G Electrical for Lights	5d	29-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2810	Place Light Pole Foundations	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2820	Construct Planter Walls / Seat Walls	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

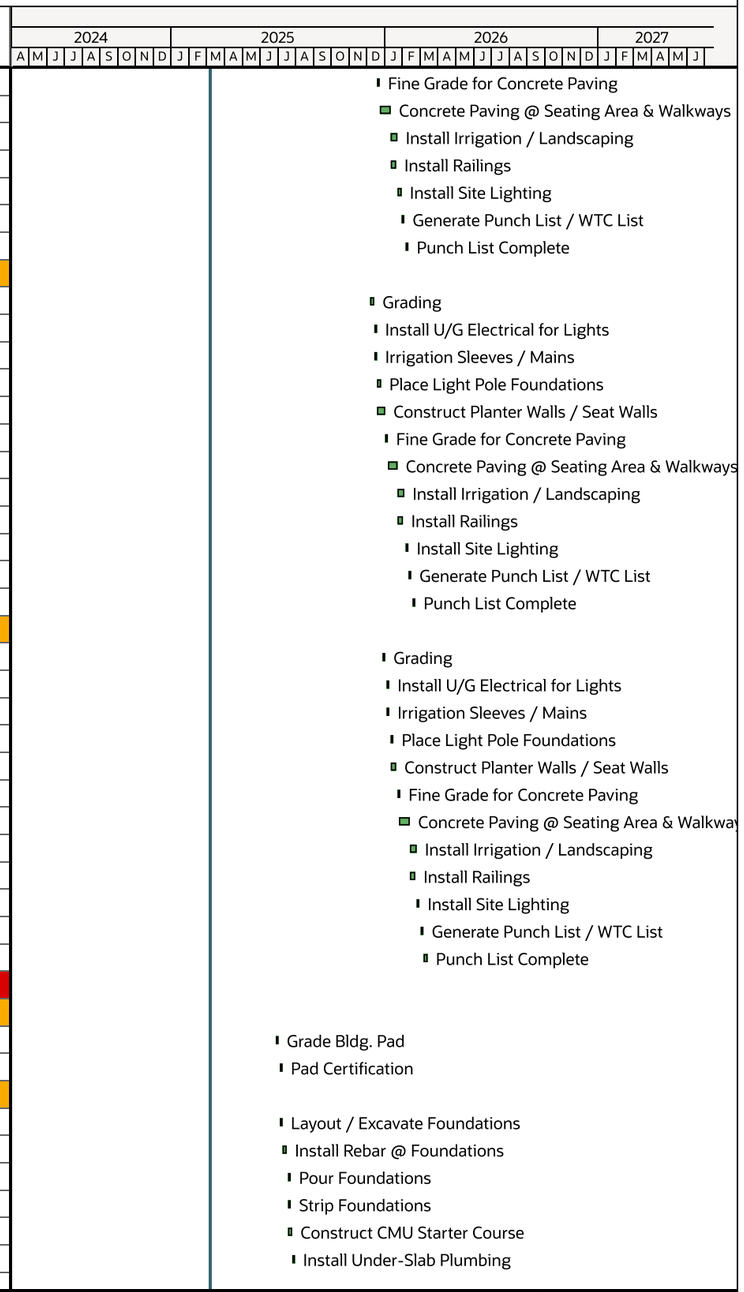


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SF-2830	Fine Grade for Concrete Paving	4d	17-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2840	Concrete Paving @ Seating Area & Walkways	15d	22-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2850	Install Irrigation / Landscaping	10d	10-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2860	Install Railings	8d	10-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2870	Install Site Lighting	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2880	Generate Punch List / WTC List	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2890	Punch List Complete	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways @ Soccer Fields 5-8		64d	05-Dec-25	19-Feb-26	
SF-2900	Grading	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2960	Install U/G Electrical for Lights	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2950	Irrigation Sleeves / Mains	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2970	Place Light Pole Foundations	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2980	Construct Planter Walls / Seat Walls	10d	17-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2990	Fine Grade for Concrete Paving	4d	30-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3000	Concrete Paving @ Seating Area & Walkways	15d	05-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3010	Install Irrigation / Landscaping	10d	22-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3020	Install Railings	8d	22-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3030	Install Site Lighting	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3040	Generate Punch List / WTC List	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3050	Punch List Complete	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways @ Soccer Fields 1-4		63d	26-Dec-25	10-Mar-26	
SF-3060	Grading	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3120	Install U/G Electrical for Lights	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3110	Irrigation Sleeves / Mains	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3130	Place Light Pole Foundations	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3140	Construct Planter Walls / Seat Walls	10d	08-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3150	Fine Grade for Concrete Paving	3d	20-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3160	Concrete Paving @ Seating Area & Walkways	15d	23-Jan-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3170	Install Irrigation / Landscaping	10d	10-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3180	Install Railings	8d	10-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3190	Install Site Lighting	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3200	Generate Punch List / WTC List	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3210	Punch List Complete	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Soccer Plaza West)		167d	25-Jun-25	23-Feb-26	
Grade Bldg. Pad		6d	25-Jun-25	01-Jul-25	
BSF-1000	Grade Bldg. Pad	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1010	Pad Certification	1d	01-Jul-25	01-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		44d	02-Jul-25	03-Sep-25	
BSF-1020	Layout / Excavate Foundations	3d	02-Jul-25	05-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1030	Install Rebar @ Foundations	7d	07-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1040	Pour Foundations	1d	15-Jul-25	15-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1050	Strip Foundations	1d	16-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1060	Construct CMU Starter Course	5d	17-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1070	Install Under-Slab Plumbing	3d	23-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

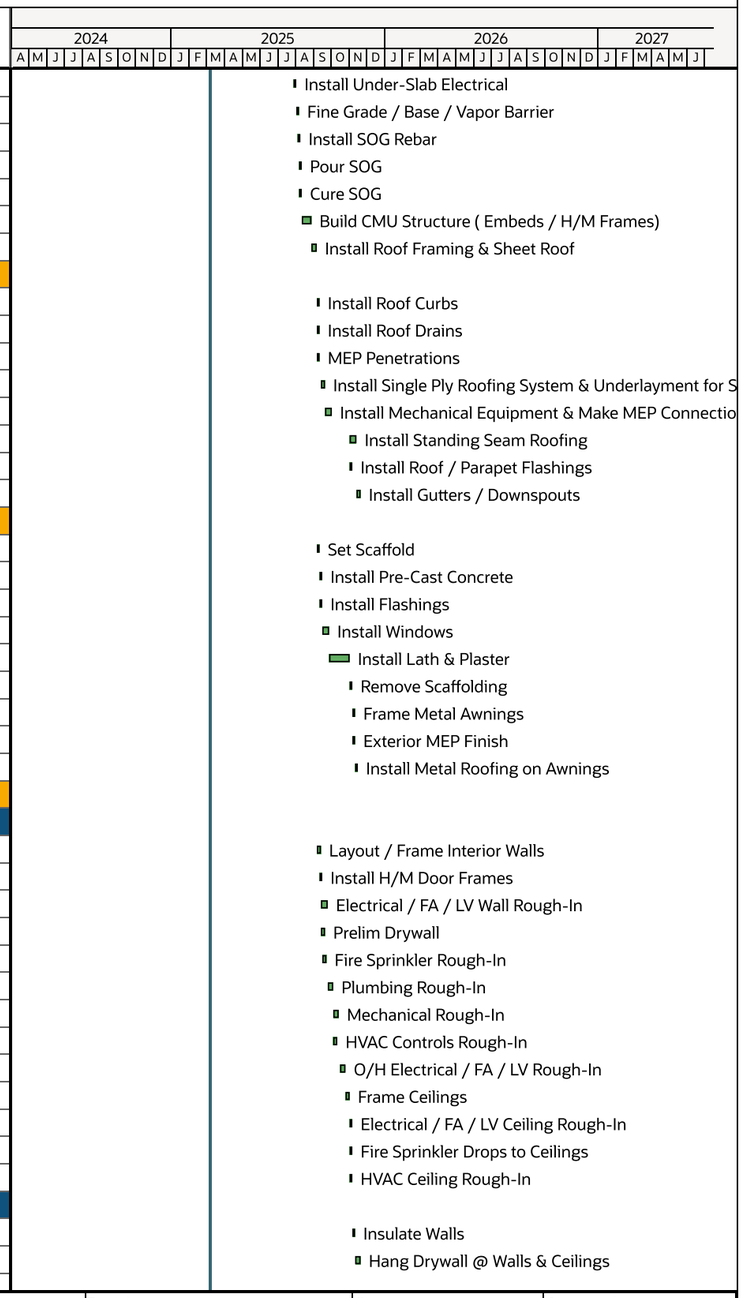


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ID	Name	Dur	Start	Finish	Calendar
BSF-1080	Install Under-Slab Electrical	3d	26-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1090	Fine Grade / Base / Vapor Barrier	2d	30-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1100	Install SOG Rebar	2d	01-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1110	Pour SOG	1d	04-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1120	Cure SOG	3d	05-Aug-25	07-Aug-25	7x8, no holidays - 7x8, no holidays
BSF-1130	Build CMU Structure (Embeds / H/M Frames)	15d	08-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1140	Install Roof Framing & Sheet Roof	7d	26-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	04-Sep-25	17-Nov-25	
BSF-1160	Install Roof Curbs	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1170	Install Roof Drains	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1150	MEP Penetrations	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	10-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1190	Install Mechanical Equipment & Make MEP Connections	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1210	Install Standing Seam Roofing	10d	30-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1200	Install Roof / Parapet Flashings	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1220	Install Gutters / Downspouts	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	04-Sep-25	14-Nov-25	
BSF-1230	Set Scaffold	3d	04-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1240	Install Pre-Cast Concrete	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1250	Install Flashings	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1260	Install Windows	10d	13-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1270	Install Lath & Plaster	30d	25-Sep-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1280	Remove Scaffolding	3d	30-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1300	Frame Metal Awnings	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1290	Exterior MEP Finish	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1310	Install Metal Roofing on Awnings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		132d	04-Sep-25	10-Feb-26	
Framing / MEP Rough-In		53d	04-Sep-25	04-Nov-25	
BSF-1320	Layout / Frame Interior Walls	7d	04-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1330	Install H/M Door Frames	3d	09-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1360	Electrical / FA / LV Wall Rough-In	10d	12-Sep-25	23-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1350	Prelim Drywall	5d	12-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1340	Fire Sprinkler Rough-In	7d	13-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1370	Plumbing Rough-In	10d	22-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1390	Mechanical Rough-In	8d	03-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1380	HVAC Controls Rough-In	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1400	O/H Electrical / FA / LV Rough-In	10d	13-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1410	Frame Ceilings	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1430	Electrical / FA / LV Ceiling Rough-In	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1420	Fire Sprinkler Drops to Ceilings	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1440	HVAC Ceiling Rough-In	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	05-Nov-25	10-Feb-26	
BSF-1450	Insulate Walls	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1460	Hang Drywall @ Walls & Ceilings	8d	08-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

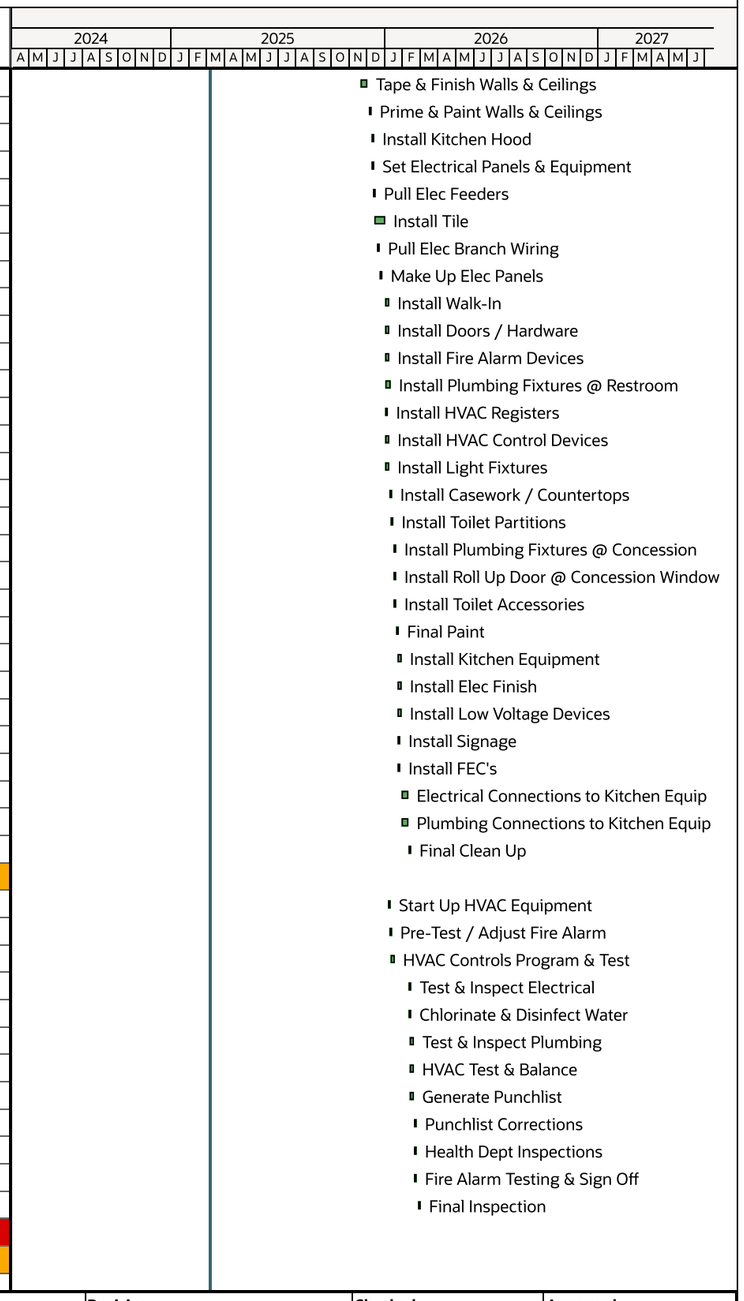


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BSF-1470	Tape & Finish Walls & Ceilings	8d	19-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1480	Prime & Paint Walls & Ceilings	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1490	Install Kitchen Hood	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1500	Set Electrical Panels & Equipment	2d	06-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1510	Pull Elec Feeders	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1520	Install Tile	15d	12-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1530	Pull Elec Branch Wiring	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1540	Make Up Elec Panels	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1550	Install Walk-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1590	Install Doors / Hardware	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1560	Install Fire Alarm Devices	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1610	Install Plumbing Fixtures @ Restroom	8d	31-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1580	Install HVAC Registers	3d	31-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1600	Install HVAC Control Devices	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1570	Install Light Fixtures	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1620	Install Casework / Countertops	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1630	Install Toilet Partitions	3d	10-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1640	Install Plumbing Fixtures @ Concession	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1650	Install Roll Up Door @ Concession Window	3d	13-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1660	Install Toilet Accessories	3d	14-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1670	Final Paint	3d	19-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1680	Install Kitchen Equipment	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1710	Install Elec Finish	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1720	Install Low Voltage Devices	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1690	Install Signage	2d	22-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1700	Install FEC's	2d	22-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1730	Electrical Connections to Kitchen Equip	10d	28-Jan-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1740	Plumbing Connections to Kitchen Equip	10d	28-Jan-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1750	Final Clean Up	2d	09-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	05-Jan-26	23-Feb-26	
BSF-1760	Start Up HVAC Equipment	5d	05-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1770	Pre-Test / Adjust Fire Alarm	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1780	HVAC Controls Program & Test	5d	10-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1790	Test & Inspect Electrical	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1800	Chlorinate & Disinfect Water	2d	09-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1830	Test & Inspect Plumbing	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1820	HVAC Test & Balance	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1810	Generate Punchlist	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1850	Punchlist Corrections	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1840	Health Dept Inspections	2d	17-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1860	Fire Alarm Testing & Sign Off	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1870	Final Inspection	1d	23-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Soccer Plaza East)		167d	01-Jul-25	27-Feb-26	
Grade Bldg. Pad		6d	01-Jul-25	08-Jul-25	

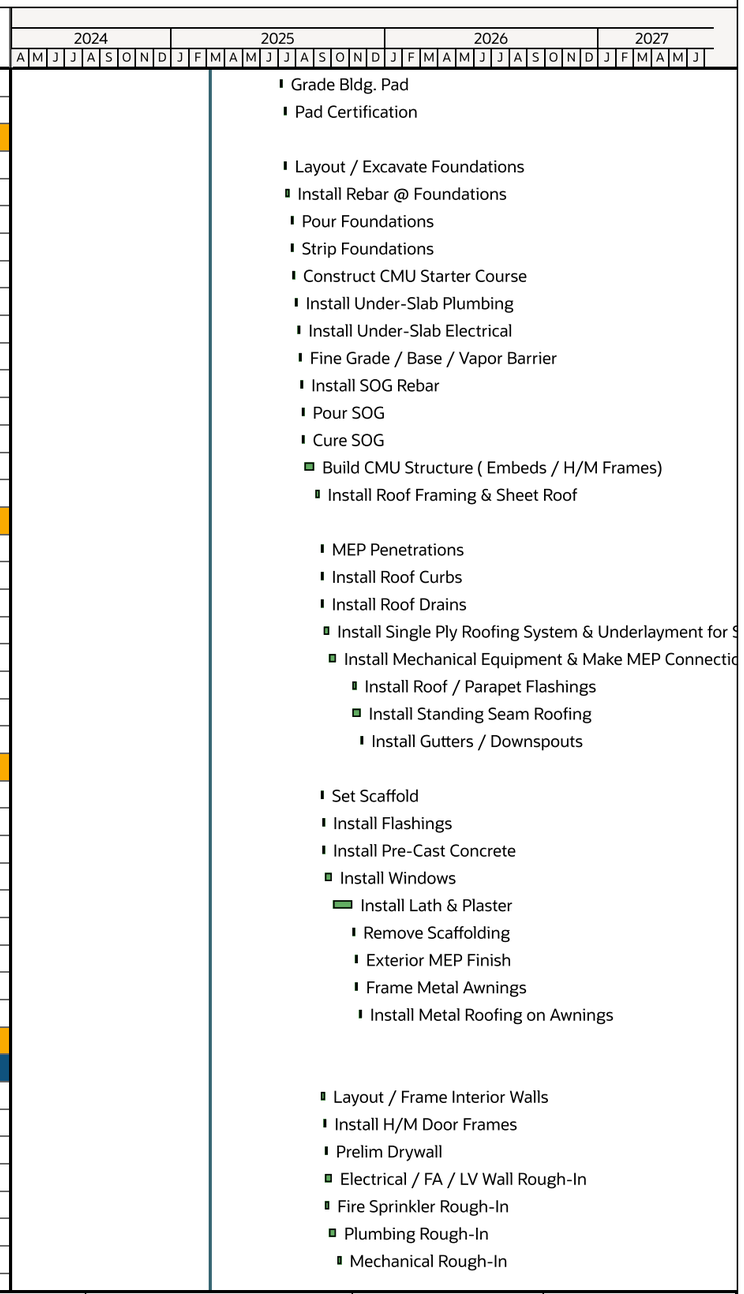


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-1880	Grade Bldg. Pad	5d	01-Jul-25	07-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1890	Pad Certification	1d	08-Jul-25	08-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		44d	09-Jul-25	09-Sep-25	
BSF-1900	Layout / Excavate Foundations	3d	09-Jul-25	11-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1910	Install Rebar @ Foundations	7d	12-Jul-25	19-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1920	Pour Foundations	1d	21-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1930	Strip Foundations	1d	22-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1940	Construct CMU Starter Course	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1950	Install Under-Slab Plumbing	3d	29-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1960	Install Under-Slab Electrical	3d	01-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1970	Fine Grade / Base / Vapor Barrier	2d	05-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1980	Install SOG Rebar	2d	07-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1990	Pour SOG	1d	09-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2000	Cure SOG	3d	10-Aug-25	12-Aug-25	7x8, no holidays - 7x8, no holidays
BSF-2010	Build CMU Structure (Embeds / H/M Frames)	15d	14-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2020	Install Roof Framing & Sheet Roof	7d	02-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	10-Sep-25	22-Nov-25	
BSF-2030	MEP Penetrations	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2040	Install Roof Curbs	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2050	Install Roof Drains	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2060	Install Single Ply Roofing System & Underlayment for SS Roof	8d	16-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2070	Install Mechanical Equipment & Make MEP Connections	10d	25-Sep-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2080	Install Roof / Parapet Flashings	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2090	Install Standing Seam Roofing	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2100	Install Gutters / Downspouts	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	10-Sep-25	20-Nov-25	
BSF-2110	Set Scaffold	3d	10-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2120	Install Flashings	5d	13-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2130	Install Pre-Cast Concrete	5d	13-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2140	Install Windows	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2150	Install Lath & Plaster	30d	01-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2160	Remove Scaffolding	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2170	Exterior MEP Finish	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2180	Frame Metal Awnings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2190	Install Metal Roofing on Awnings	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	10-Sep-25	14-Feb-26	
Framing / MEP Rough-In		52d	10-Sep-25	08-Nov-25	
BSF-2200	Layout / Frame Interior Walls	7d	10-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2210	Install H/M Door Frames	3d	15-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2220	Prelim Drywall	5d	18-Sep-25	23-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2230	Electrical / FA / LV Wall Rough-In	10d	18-Sep-25	29-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2240	Fire Sprinkler Rough-In	7d	18-Sep-25	25-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2250	Plumbing Rough-In	10d	26-Sep-25	07-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2260	Mechanical Rough-In	8d	08-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days

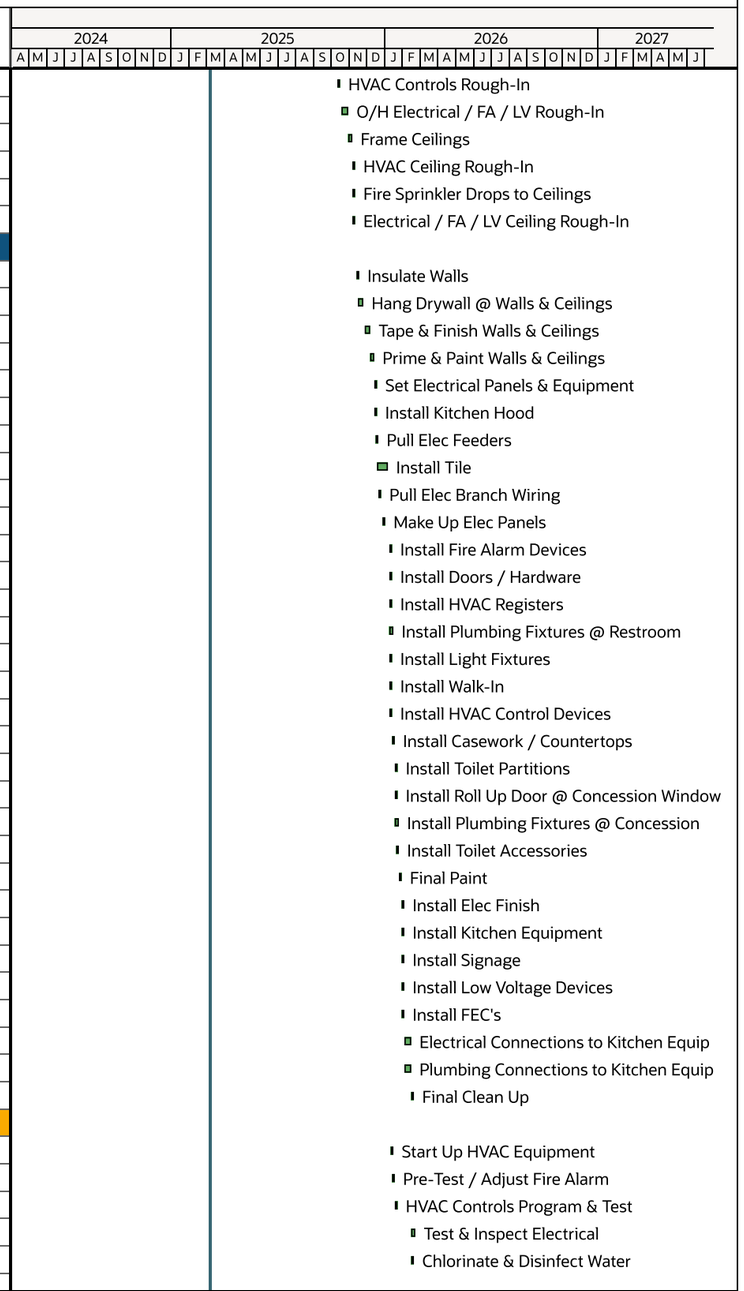


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-2270	HVAC Controls Rough-In	5d	08-Oct-25	13-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2280	O/H Electrical / FA / LV Rough-In	10d	17-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2290	Frame Ceilings	5d	29-Oct-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2300	HVAC Ceiling Rough-In	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2310	Fire Sprinkler Drops to Ceilings	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2320	Electrical / FA / LV Ceiling Rough-In	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	10-Nov-25	14-Feb-26	
BSF-2330	Insulate Walls	3d	10-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2340	Hang Drywall @ Walls & Ceilings	8d	14-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2350	Tape & Finish Walls & Ceilings	8d	24-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2360	Prime & Paint Walls & Ceilings	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2370	Set Electrical Panels & Equipment	2d	11-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2380	Install Kitchen Hood	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2390	Pull Elec Feeders	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2400	Install Tile	15d	17-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2410	Pull Elec Branch Wiring	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2420	Make Up Elec Panels	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2430	Install Fire Alarm Devices	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2440	Install Doors / Hardware	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2450	Install HVAC Registers	3d	06-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2460	Install Plumbing Fixtures @ Restroom	8d	06-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2470	Install Light Fixtures	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2480	Install Walk-In	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2490	Install HVAC Control Devices	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2500	Install Casework / Countertops	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2510	Install Toilet Partitions	3d	15-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2520	Install Roll Up Door @ Concession Window	3d	17-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2530	Install Plumbing Fixtures @ Concession	5d	17-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2540	Install Toilet Accessories	3d	19-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2550	Final Paint	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2560	Install Elec Finish	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2570	Install Kitchen Equipment	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2580	Install Signage	2d	27-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2590	Install Low Voltage Devices	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2600	Install FEC's	2d	27-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2610	Electrical Connections to Kitchen Equip	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2620	Plumbing Connections to Kitchen Equip	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2630	Final Clean Up	2d	13-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	09-Jan-26	27-Feb-26	
BSF-2640	Start Up HVAC Equipment	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2650	Pre-Test / Adjust Fire Alarm	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2660	HVAC Controls Program & Test	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2670	Test & Inspect Electrical	5d	13-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2680	Chlorinate & Disinfect Water	2d	13-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

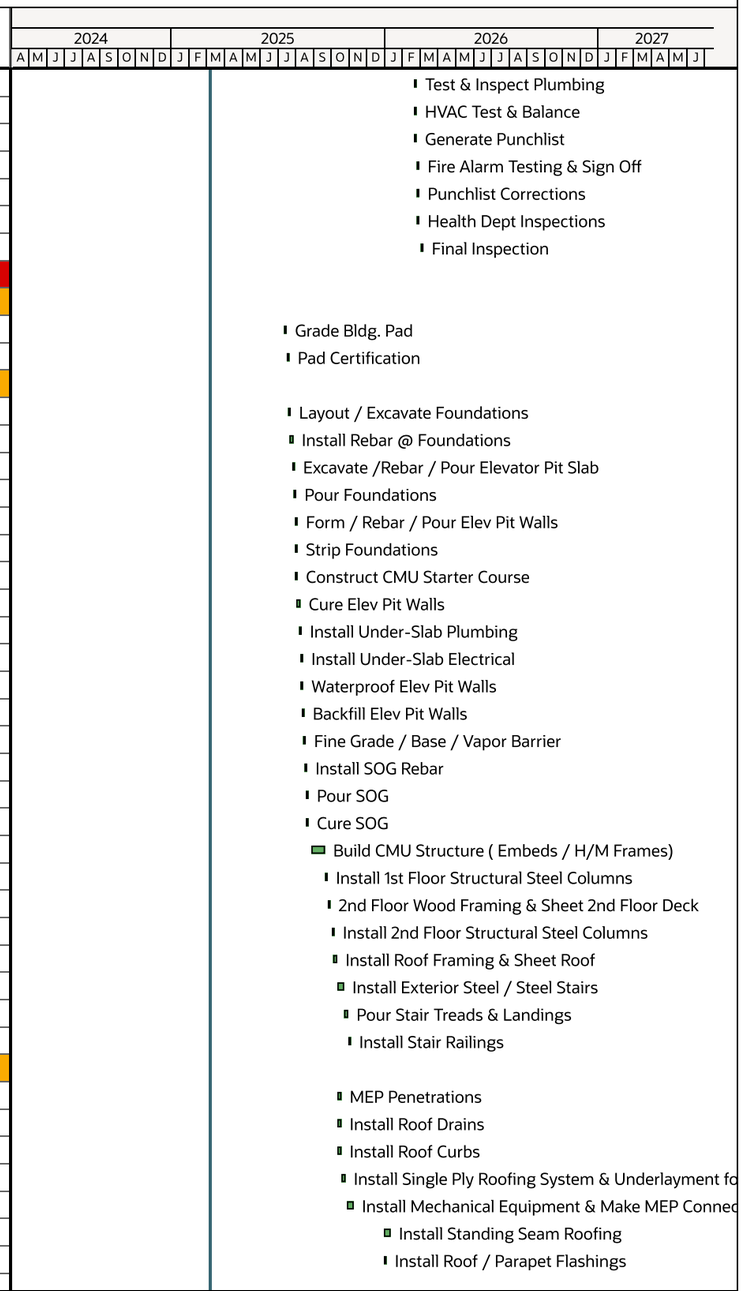


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-2690	Test & Inspect Plumbing	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2700	HVAC Test & Balance	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2710	Generate Punchlist	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2720	Fire Alarm Testing & Sign Off	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2730	Punchlist Corrections	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2740	Health Dept Inspections	2d	21-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2750	Final Inspection	1d	27-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. A Concession Bldg. (Soccer Plaza)		177d	08-Jul-25	19-Mar-26	
Grade Bldg. Pad		6d	08-Jul-25	14-Jul-25	
ASF-1000	Grade Bldg. Pad	5d	08-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1010	Pad Certification	1d	14-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		78d	15-Jul-25	01-Nov-25	
ASF-1020	Layout / Excavate Foundations	3d	15-Jul-25	17-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1030	Install Rebar @ Foundations	7d	18-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1040	Excavate /Rebar / Pour Elevator Pit Slab	3d	24-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1050	Pour Foundations	1d	26-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1060	Form / Rebar / Pour Elev Pit Walls	3d	28-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1070	Strip Foundations	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1080	Construct CMU Starter Course	5d	29-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1090	Cure Elev Pit Walls	7d	31-Jul-25	06-Aug-25	7x8, no holidays - 7x8, no holidays
ASF-1100	Install Under-Slab Plumbing	3d	04-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1110	Install Under-Slab Electrical	3d	07-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1120	Waterproof Elev Pit Walls	1d	07-Aug-25	07-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1130	Backfill Elev Pit Walls	1d	08-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1140	Fine Grade / Base / Vapor Barrier	2d	11-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1150	Install SOG Rebar	2d	13-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1160	Pour SOG	1d	15-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1170	Cure SOG	3d	16-Aug-25	18-Aug-25	7x8, no holidays - 7x8, no holidays
ASF-1180	Build CMU Structure (Embeds / H/M Frames)	20d	26-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1190	Install 1st Floor Structural Steel Columns	3d	19-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1200	2nd Floor Wood Framing & Sheet 2nd Floor Deck	5d	23-Sep-25	27-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1210	Install 2nd Floor Structural Steel Columns	3d	29-Sep-25	01-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1220	Install Roof Framing & Sheet Roof	7d	02-Oct-25	09-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1230	Install Exterior Steel / Steel Stairs	10d	10-Oct-25	21-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1240	Pour Stair Treads & Landings	5d	22-Oct-25	27-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1250	Install Stair Railings	5d	28-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		78d	10-Oct-25	14-Jan-26	
ASF-1260	MEP Penetrations	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1270	Install Roof Drains	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1280	Install Roof Curbs	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1290	Install Single Ply Roofing System & Underlayment for SS Roof	8d	16-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1300	Install Mechanical Equipment & Make MEP Connections	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1310	Install Standing Seam Roofing	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1320	Install Roof / Parapet Flashings	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

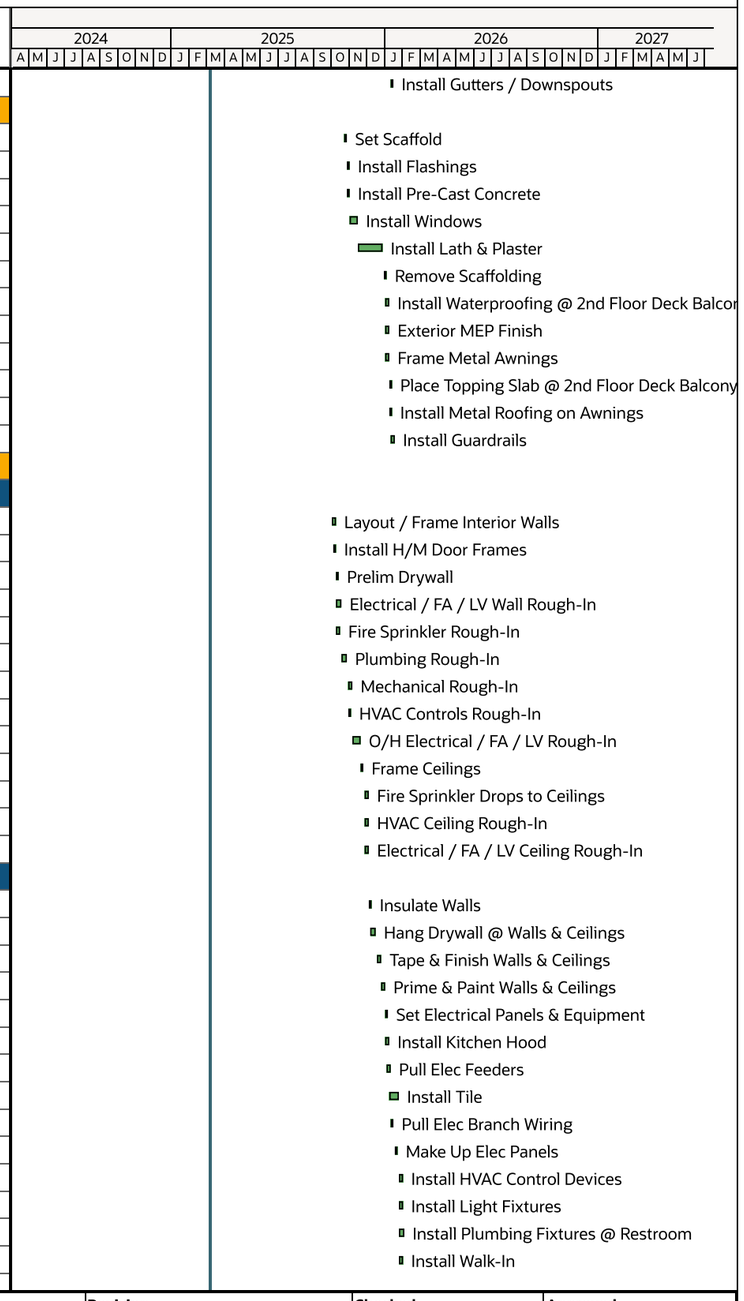


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-1330	Install Gutters / Downspouts	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		71d	22-Oct-25	17-Jan-26	
ASF-1340	Set Scaffold	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1350	Install Flashings	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1360	Install Pre-Cast Concrete	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1370	Install Windows	10d	31-Oct-25	12-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1380	Install Lath & Plaster	35d	13-Nov-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1390	Remove Scaffolding	3d	27-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1400	Install Waterproofing @ 2nd Floor Deck Balcony	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1410	Exterior MEP Finish	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1420	Frame Metal Awnings	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1430	Place Topping Slab @ 2nd Floor Deck Balcony	2d	07-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1440	Install Metal Roofing on Awnings	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1450	Install Guardrails	8d	09-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		131d	29-Sep-25	05-Mar-26	
Framing / MEP Rough-In		52d	29-Sep-25	01-Dec-25	
ASF-1460	Layout / Frame Interior Walls	7d	29-Sep-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1470	Install H/M Door Frames	3d	03-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1480	Prelim Drywall	5d	07-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1490	Electrical / FA / LV Wall Rough-In	10d	07-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1500	Fire Sprinkler Rough-In	7d	07-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1510	Plumbing Rough-In	10d	15-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1520	Mechanical Rough-In	8d	27-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1530	HVAC Controls Rough-In	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1540	O/H Electrical / FA / LV Rough-In	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1550	Frame Ceilings	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1560	Fire Sprinkler Drops to Ceilings	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1570	HVAC Ceiling Rough-In	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1580	Electrical / FA / LV Ceiling Rough-In	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	02-Dec-25	05-Mar-26	
ASF-1590	Insulate Walls	3d	02-Dec-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1600	Hang Drywall @ Walls & Ceilings	8d	05-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1610	Tape & Finish Walls & Ceilings	8d	15-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1620	Prime & Paint Walls & Ceilings	5d	24-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1630	Set Electrical Panels & Equipment	2d	31-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1640	Install Kitchen Hood	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1650	Pull Elec Feeders	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1660	Install Tile	15d	07-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1670	Pull Elec Branch Wiring	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1680	Make Up Elec Panels	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1690	Install HVAC Control Devices	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1700	Install Light Fixtures	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1710	Install Plumbing Fixtures @ Restroom	8d	24-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1720	Install Walk-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

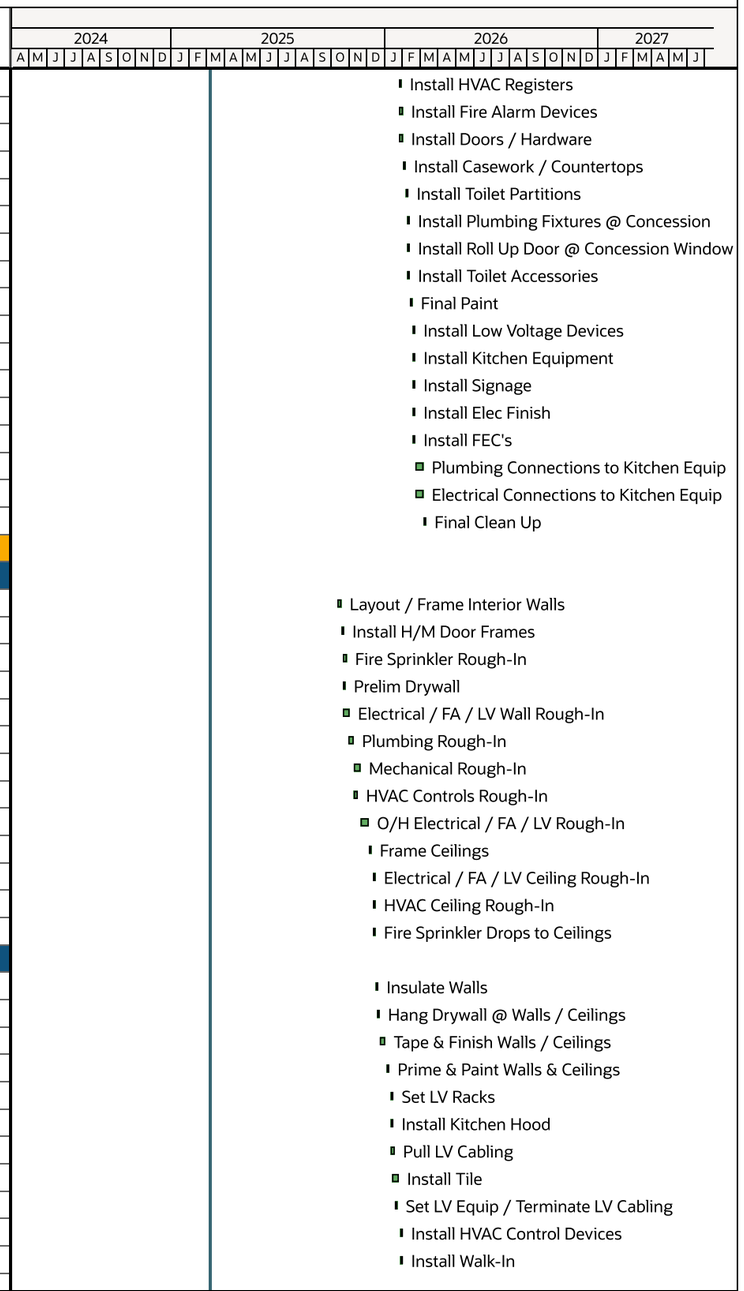


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-1730	Install HVAC Registers	3d	24-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1740	Install Fire Alarm Devices	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1750	Install Doors / Hardware	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1760	Install Casework / Countertops	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1770	Install Toilet Partitions	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1780	Install Plumbing Fixtures @ Concession	5d	05-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1790	Install Roll Up Door @ Concession Window	3d	05-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1800	Install Toilet Accessories	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1810	Final Paint	3d	11-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1820	Install Low Voltage Devices	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1830	Install Kitchen Equipment	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1840	Install Signage	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1850	Install Elec Finish	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1860	Install FEC's	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1870	Plumbing Connections to Kitchen Equip	10d	20-Feb-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1880	Electrical Connections to Kitchen Equip	10d	20-Feb-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1890	Final Clean Up	2d	04-Mar-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
2nd Floor Interior		122d	10-Oct-25	06-Mar-26	
Framing / MEP Rough-In		52d	10-Oct-25	12-Dec-25	
ASF-1900	Layout / Frame Interior Walls	7d	10-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1910	Install H/M Door Frames	3d	15-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1920	Fire Sprinkler Rough-In	7d	18-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1930	Prelim Drywall	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1940	Electrical / FA / LV Wall Rough-In	10d	18-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1950	Plumbing Rough-In	10d	27-Oct-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1960	Mechanical Rough-In	8d	07-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1970	HVAC Controls Rough-In	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1980	O/H Electrical / FA / LV Rough-In	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1990	Frame Ceilings	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2000	Electrical / FA / LV Ceiling Rough-In	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2010	HVAC Ceiling Rough-In	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2020	Fire Sprinkler Drops to Ceilings	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		70d	13-Dec-25	06-Mar-26	
ASF-2030	Insulate Walls	2d	13-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2040	Hang Drywall @ Walls / Ceilings	5d	16-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2050	Tape & Finish Walls / Ceilings	8d	22-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2060	Prime & Paint Walls & Ceilings	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2070	Set LV Racks	2d	08-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2080	Install Kitchen Hood	3d	08-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2090	Pull LV Cabling	5d	10-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2100	Install Tile	12d	12-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2110	Set LV Equip / Terminate LV Cabling	5d	16-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2120	Install HVAC Control Devices	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2130	Install Walk-In	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

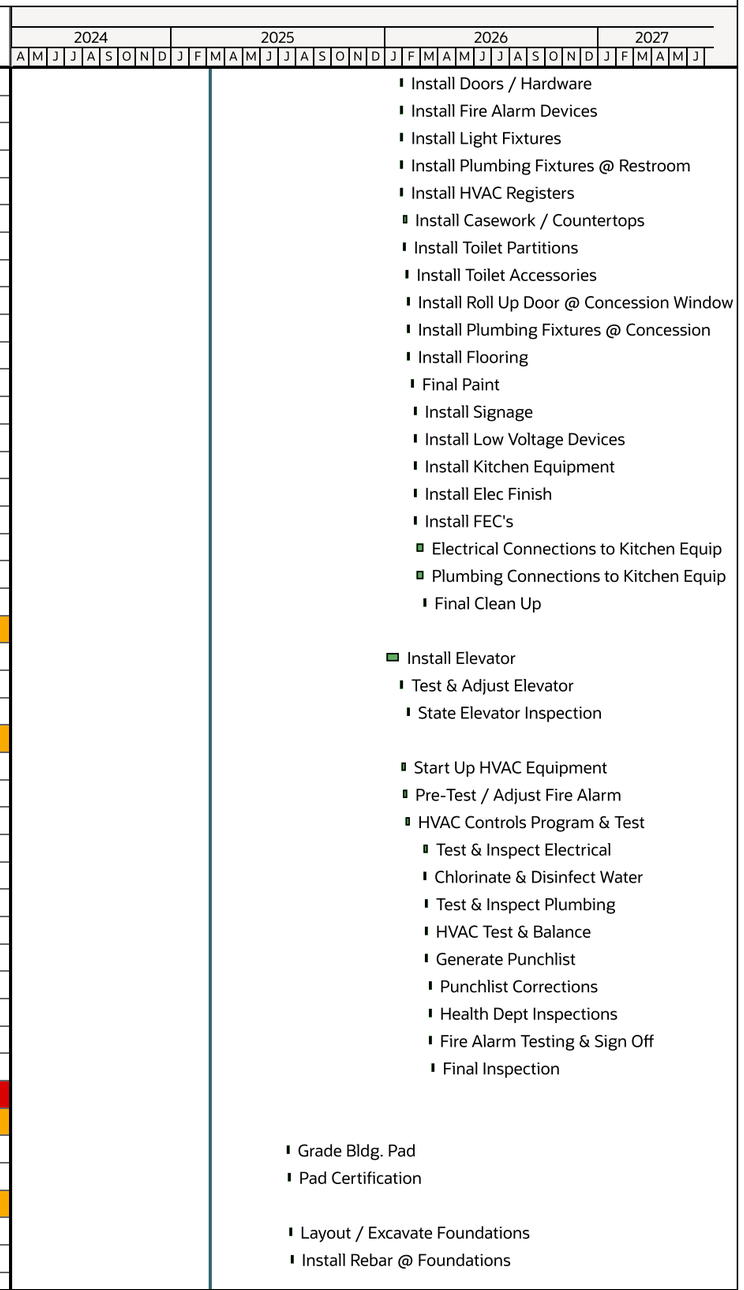


Current
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-2150	Install Doors / Hardware	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2140	Install Fire Alarm Devices	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2160	Install Light Fixtures	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2170	Install Plumbing Fixtures @ Restroom	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2180	Install HVAC Registers	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2190	Install Casework / Countertops	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2200	Install Toilet Partitions	3d	31-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2210	Install Toilet Accessories	3d	04-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2220	Install Roll Up Door @ Concession Window	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2230	Install Plumbing Fixtures @ Concession	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2240	Install Flooring	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2250	Final Paint	3d	12-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2260	Install Signage	3d	16-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2270	Install Low Voltage Devices	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2280	Install Kitchen Equipment	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2290	Install Elec Finish	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2300	Install FEC's	2d	16-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2310	Electrical Connections to Kitchen Equip	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2320	Plumbing Connections to Kitchen Equip	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2330	Final Clean Up	2d	05-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Elevator		35d	02-Jan-26	11-Feb-26	
ASF-2340	Install Elevator	20d	02-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2350	Test & Adjust Elevator	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2360	State Elevator Inspection	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	29-Jan-26	19-Mar-26	
ASF-2370	Start Up HVAC Equipment	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2380	Pre-Test / Adjust Fire Alarm	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2390	HVAC Controls Program & Test	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2410	Test & Inspect Electrical	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2400	Chlorinate & Disinfect Water	2d	05-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2420	Test & Inspect Plumbing	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2430	HVAC Test & Balance	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2440	Generate Punchlist	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2450	Punchlist Corrections	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2460	Health Dept Inspections	2d	13-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2470	Fire Alarm Testing & Sign Off	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2480	Final Inspection	1d	19-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Small Maint. Building		98d	14-Jul-25	02-Dec-25	
Grade Bldg. Pad		4d	14-Jul-25	17-Jul-25	
SM-1000	Grade Bldg. Pad	3d	14-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1010	Pad Certification	1d	17-Jul-25	17-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		52d	18-Jul-25	30-Sep-25	
SM-1020	Layout / Excavate Foundations	3d	18-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1030	Install Rebar @ Foundations	5d	22-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

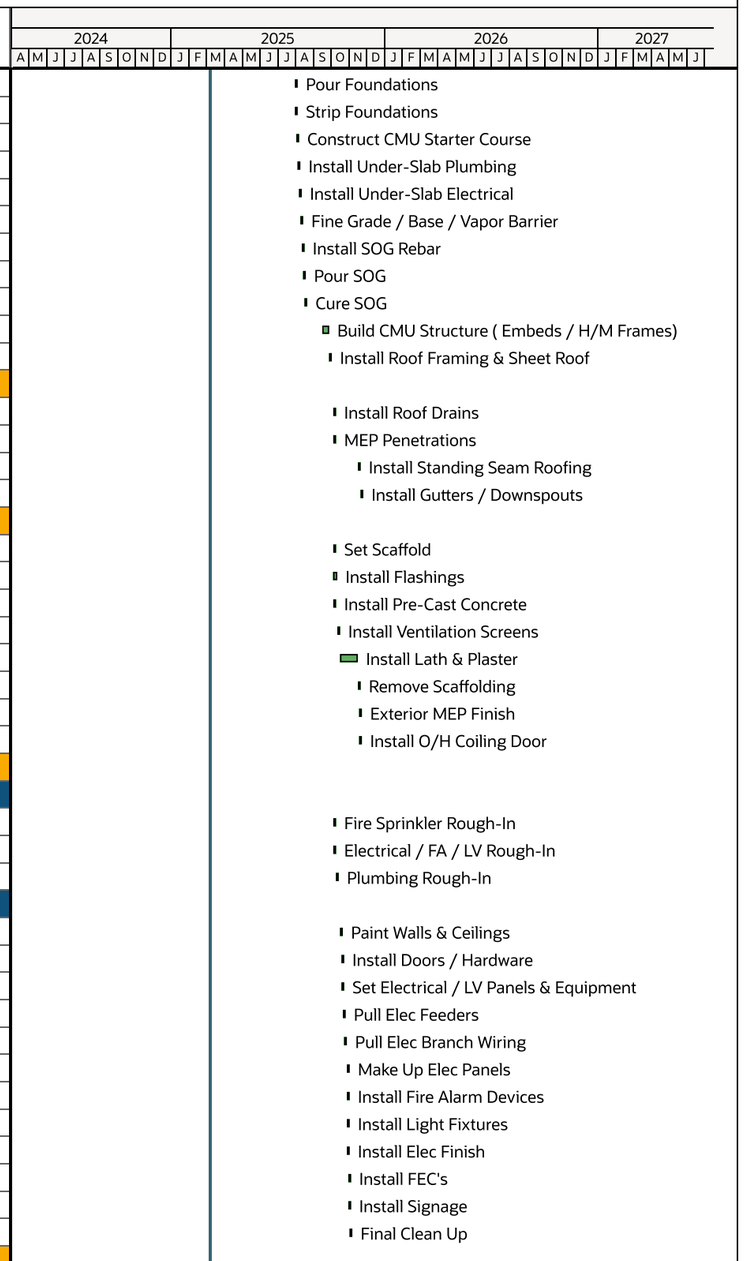


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SM-1040	Pour Foundations	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1050	Strip Foundations	1d	29-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1060	Construct CMU Starter Course	3d	30-Jul-25	01-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1070	Install Under-Slab Plumbing	2d	02-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1080	Install Under-Slab Electrical	2d	05-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1090	Fine Grade / Base / Vapor Barrier	2d	07-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1100	Install SOG Rebar	2d	09-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1110	Pour SOG	1d	12-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1120	Cure SOG	3d	13-Aug-25	15-Aug-25	7x8, no holidays - 7x8, no holidays
SM-1130	Build CMU Structure (Embeds / H/M Frames)	10d	13-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1140	Install Roof Framing & Sheet Roof	5d	25-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		43d	01-Oct-25	20-Nov-25	
SM-1150	Install Roof Drains	3d	01-Oct-25	03-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1160	MEP Penetrations	3d	01-Oct-25	03-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1170	Install Standing Seam Roofing	5d	13-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1180	Install Gutters / Downspouts	2d	19-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		43d	01-Oct-25	20-Nov-25	
SM-1190	Set Scaffold	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1200	Install Flashings	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1210	Install Pre-Cast Concrete	3d	03-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1220	Install Ventilation Screens	4d	09-Oct-25	13-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1230	Install Lath & Plaster	25d	14-Oct-25	12-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1240	Remove Scaffolding	2d	13-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1250	Exterior MEP Finish	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1260	Install O/H Coiling Door	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		28d	01-Oct-25	01-Nov-25	
Framing / MEP Rough-In		10d	01-Oct-25	11-Oct-25	
SM-1270	Fire Sprinkler Rough-In	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1280	Electrical / FA / LV Rough-In	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1290	Plumbing Rough-In	5d	07-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		18d	13-Oct-25	01-Nov-25	
SM-1300	Paint Walls & Ceilings	3d	13-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1310	Install Doors / Hardware	3d	16-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1330	Set Electrical / LV Panels & Equipment	2d	16-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1340	Pull Elec Feeders	3d	18-Oct-25	21-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1350	Pull Elec Branch Wiring	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1360	Make Up Elec Panels	4d	25-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1320	Install Fire Alarm Devices	3d	25-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1370	Install Light Fixtures	3d	25-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1380	Install Elec Finish	2d	25-Oct-25	27-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1390	Install FEC's	2d	29-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1400	Install Signage	2d	29-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1410	Final Clean Up	2d	31-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		26d	30-Oct-25	02-Dec-25	



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Tilden-Coil CONSTRUCTORS
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ID	Name	Dur	Start	Finish	Calendar
SM-1420	Fire Alarm Testing & Sign Off	2d	30-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1430	Generate Punchlist	2d	21-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1440	Test & Inspect Electrical	2d	21-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1450	Punchlist Corrections	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1460	Final Inspection	1d	02-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Areas		128d	18-Nov-25	20-Apr-26	
Plaza Between Soccer Fields 9,10,5,6		108d	18-Nov-25	27-Mar-26	
PLZS-1000	Excavate / Rebar / Pour Retaining Wall Footings	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1010	Construct Retaining Walls	7d	24-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1020	Install Drainage / Backfill Retaining Walls	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1030	Site Grading	2d	31-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1040	Irrigation Sleeves / Mains	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1050	Install U/G Electrical for Site Lights	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1060	Construct Seat Walls	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1070	Place Light Pole Foundations	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1080	Fine Grade for Paving	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1090	Concrete Paving / Bands	10d	10-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1100	Install Pavers	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1110	Install Site Lighting	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1120	Install Irrigation / Landscaping	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1130	Generate Punch List / WTC List	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1140	Punch List Complete	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 11,12,7,8		113d	24-Nov-25	08-Apr-26	
PLZS-1150	Excavate / Rebar / Pour Retaining Wall Footings	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1160	Construct Retaining Walls	7d	02-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1170	Install Drainage / Backfill Retaining Walls	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1180	Site Grading	3d	03-Jan-26	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1190	Install U/G Electrical for Site Lights	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1200	Irrigation Sleeves / Mains	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1210	Place Light Pole Foundations	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1220	Construct Seat Walls	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1230	Fine Grade	3d	18-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1240	Concrete Paving / Bands	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1250	Install Pavers	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1260	Install Site Lighting	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1270	Install Irrigation / Landscaping	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1280	Generate Punch List / WTC List	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1290	Punch List Complete	5d	03-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 6,7,2,3		75d	23-Jan-26	20-Apr-26	
PLZS-1300	Site Grading	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1310	Install U/G Electrical for Site Lights	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1320	Irrigation Sleeves / Mains	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1330	Place Light Pole Foundations	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1340	Construct Seat Walls	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

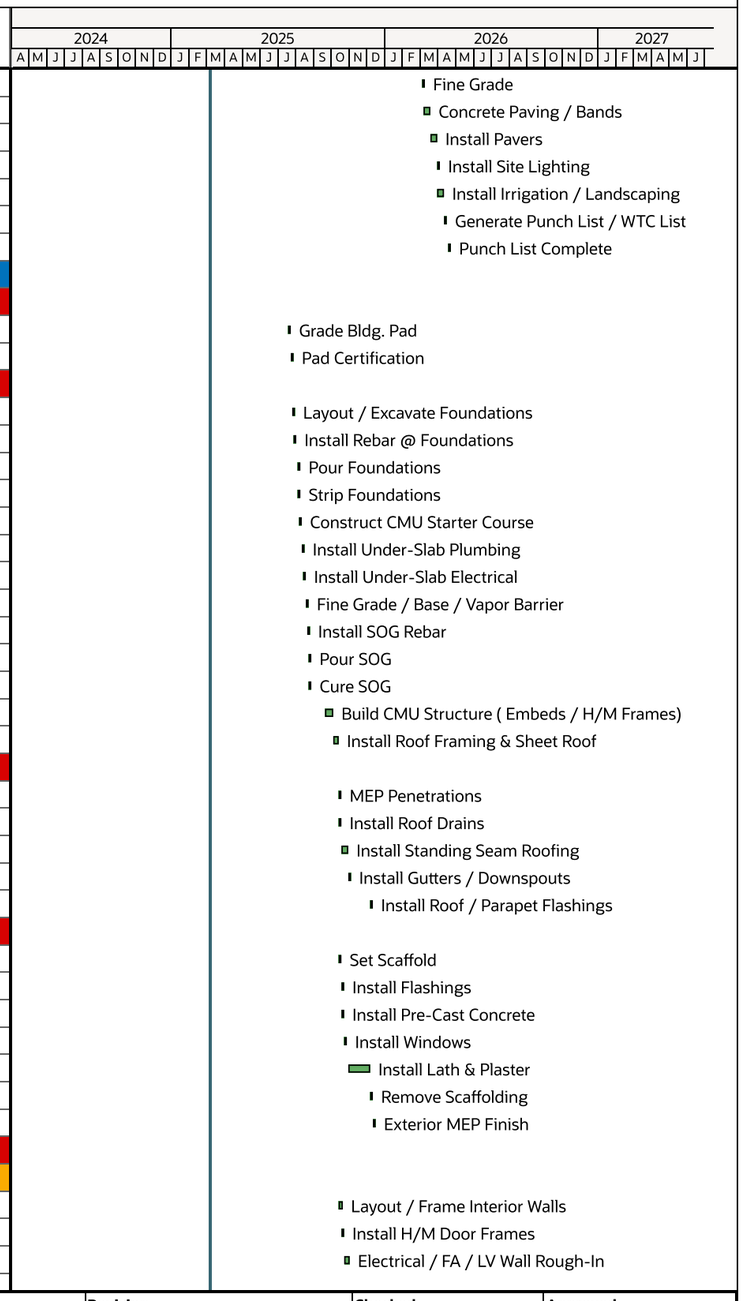


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLZS-1350	Fine Grade	3d	02-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1360	Concrete Paving / Bands	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1370	Install Pavers	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1380	Install Site Lighting	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1390	Install Irrigation / Landscaping	10d	28-Mar-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1400	Generate Punch List / WTC List	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1410	Punch List Complete	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Restroom Building		168d	17-Jul-25	17-Mar-26	
Grade Bldg. Pad		5d	17-Jul-25	22-Jul-25	
RR-1000	Grade Bldg. Pad	4d	17-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1010	Pad Certification	1d	22-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		57d	23-Jul-25	10-Oct-25	
RR-1020	Layout / Excavate Foundations	3d	23-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1030	Install Rebar @ Foundations	5d	26-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1040	Pour Foundations	1d	01-Aug-25	01-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1050	Strip Foundations	1d	02-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1060	Construct CMU Starter Course	4d	04-Aug-25	07-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1070	Install Under-Slab Plumbing	3d	08-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1080	Install Under-Slab Electrical	3d	12-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1090	Fine Grade / Base / Vapor Barrier	2d	15-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1100	Install SOG Rebar	2d	18-Aug-25	19-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1110	Pour SOG	1d	20-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1120	Cure SOG	3d	21-Aug-25	23-Aug-25	7x8, no holidays - 7x8, no holidays
RR-1130	Build CMU Structure (Embeds / H/M Frames)	12d	19-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1140	Install Roof Framing & Sheet Roof	7d	03-Oct-25	10-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		48d	11-Oct-25	09-Dec-25	
RR-1150	MEP Penetrations	5d	11-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1160	Install Roof Drains	5d	11-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1170	Install Standing Seam Roofing	10d	17-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1180	Install Gutters / Downspouts	3d	29-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1190	Install Roof / Parapet Flashings	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		51d	11-Oct-25	12-Dec-25	
RR-1200	Set Scaffold	3d	11-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1210	Install Flashings	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1220	Install Pre-Cast Concrete	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1230	Install Windows	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1240	Install Lath & Plaster	30d	27-Oct-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1250	Remove Scaffolding	3d	04-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1260	Exterior MEP Finish	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		119d	11-Oct-25	04-Mar-26	
Framing / MEP Rough-In		50d	11-Oct-25	11-Dec-25	
RR-1270	Layout / Frame Interior Walls	7d	11-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1280	Install H/M Door Frames	3d	16-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1290	Electrical / FA / LV Wall Rough-In	10d	20-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days

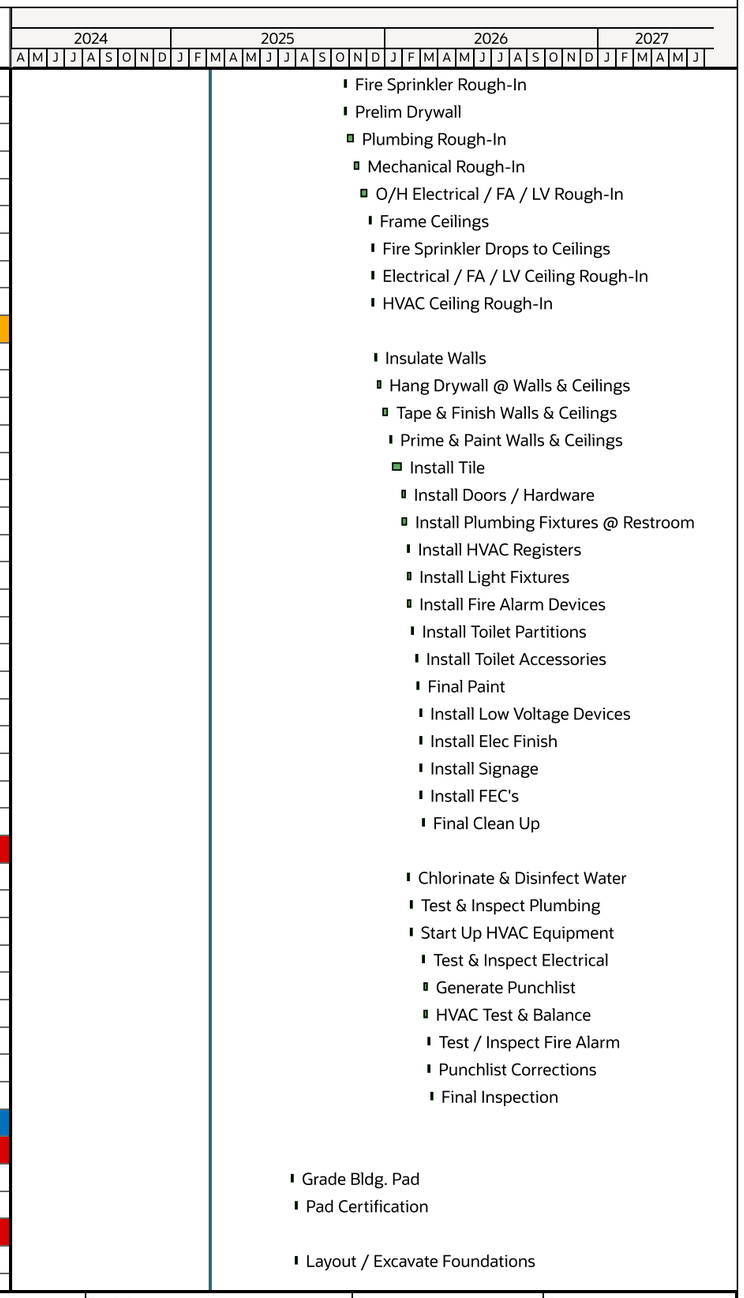


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
RR-1300	Fire Sprinkler Rough-In	5d	20-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1310	Prelim Drywall	5d	20-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1320	Plumbing Rough-In	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1330	Mechanical Rough-In	8d	06-Nov-25	15-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1340	O/H Electrical / FA / LV Rough-In	10d	17-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1350	Frame Ceilings	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1360	Fire Sprinkler Drops to Ceilings	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1370	Electrical / FA / LV Ceiling Rough-In	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1380	HVAC Ceiling Rough-In	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		69d	12-Dec-25	04-Mar-26	
RR-1390	Insulate Walls	3d	12-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1400	Hang Drywall @ Walls & Ceilings	8d	16-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1410	Tape & Finish Walls & Ceilings	8d	26-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1420	Prime & Paint Walls & Ceilings	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1430	Install Tile	15d	12-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1440	Install Doors / Hardware	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1450	Install Plumbing Fixtures @ Restroom	8d	29-Jan-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1460	Install HVAC Registers	3d	07-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1470	Install Light Fixtures	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1480	Install Fire Alarm Devices	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1490	Install Toilet Partitions	4d	13-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1500	Install Toilet Accessories	3d	18-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1510	Final Paint	3d	21-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1520	Install Low Voltage Devices	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1530	Install Elec Finish	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1540	Install Signage	2d	25-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1550	Install FEC's	2d	25-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1560	Final Clean Up	2d	03-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		33d	07-Feb-26	17-Mar-26	
RR-1570	Chlorinate & Disinfect Water	2d	07-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1580	Test & Inspect Plumbing	5d	10-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1590	Start Up HVAC Equipment	3d	11-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1600	Test & Inspect Electrical	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1610	Generate Punchlist	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1620	HVAC Test & Balance	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1640	Test / Inspect Fire Alarm	3d	11-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1630	Punchlist Corrections	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1650	Final Inspection	1d	17-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Green Room / IT / Security Building		188d	22-Jul-25	18-Apr-26	
Grade Bldg. Pad		6d	22-Jul-25	28-Jul-25	
IT-1000	Grade Bldg. Pad	5d	22-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1010	Pad Certification	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		57d	29-Jul-25	16-Oct-25	
IT-1020	Layout / Excavate Foundations	3d	29-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

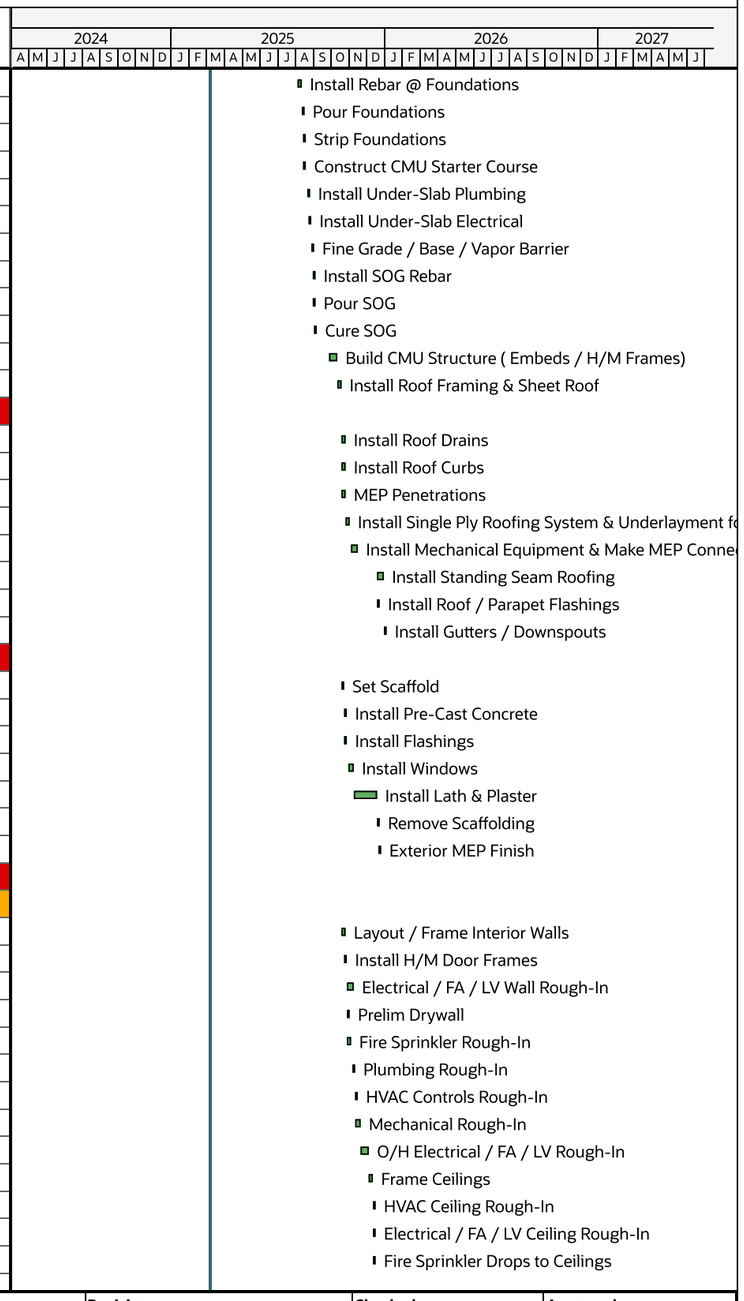


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
IT-1030	Install Rebar @ Foundations	7d	01-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1040	Pour Foundations	1d	09-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1050	Strip Foundations	1d	11-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1060	Construct CMU Starter Course	5d	12-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1070	Install Under-Slab Plumbing	3d	18-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1080	Install Under-Slab Electrical	3d	21-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1090	Fine Grade / Base / Vapor Barrier	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1100	Install SOG Rebar	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1110	Pour SOG	1d	29-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1120	Cure SOG	3d	30-Aug-25	01-Sep-25	7x8, no holidays - 7x8, no holidays
IT-1130	Build CMU Structure (Embeds / H/M Frames)	12d	25-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1140	Install Roof Framing & Sheet Roof	7d	09-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		61d	17-Oct-25	31-Dec-25	
IT-1150	Install Roof Drains	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1160	Install Roof Curbs	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1170	MEP Penetrations	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	23-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1190	Install Mechanical Equipment & Make MEP Connections	10d	01-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1200	Install Standing Seam Roofing	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1210	Install Roof / Parapet Flashings	5d	16-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1220	Install Gutters / Downspouts	3d	29-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		56d	17-Oct-25	24-Dec-25	
IT-1230	Set Scaffold	3d	17-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1240	Install Pre-Cast Concrete	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1250	Install Flashings	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1260	Install Windows	10d	27-Oct-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1270	Install Lath & Plaster	30d	07-Nov-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1280	Remove Scaffolding	3d	16-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1290	Exterior MEP Finish	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		147d	17-Oct-25	11-Apr-26	
Framing / MEP Rough-In		47d	17-Oct-25	13-Dec-25	
IT-1300	Layout / Frame Interior Walls	7d	17-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1310	Install H/M Door Frames	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1320	Electrical / FA / LV Wall Rough-In	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1330	Prelim Drywall	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1340	Fire Sprinkler Rough-In	7d	25-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1350	Plumbing Rough-In	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1360	HVAC Controls Rough-In	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1370	Mechanical Rough-In	8d	08-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1380	O/H Electrical / FA / LV Rough-In	10d	19-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1390	Frame Ceilings	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1400	HVAC Ceiling Rough-In	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1410	Electrical / FA / LV Ceiling Rough-In	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1420	Fire Sprinkler Drops to Ceilings	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

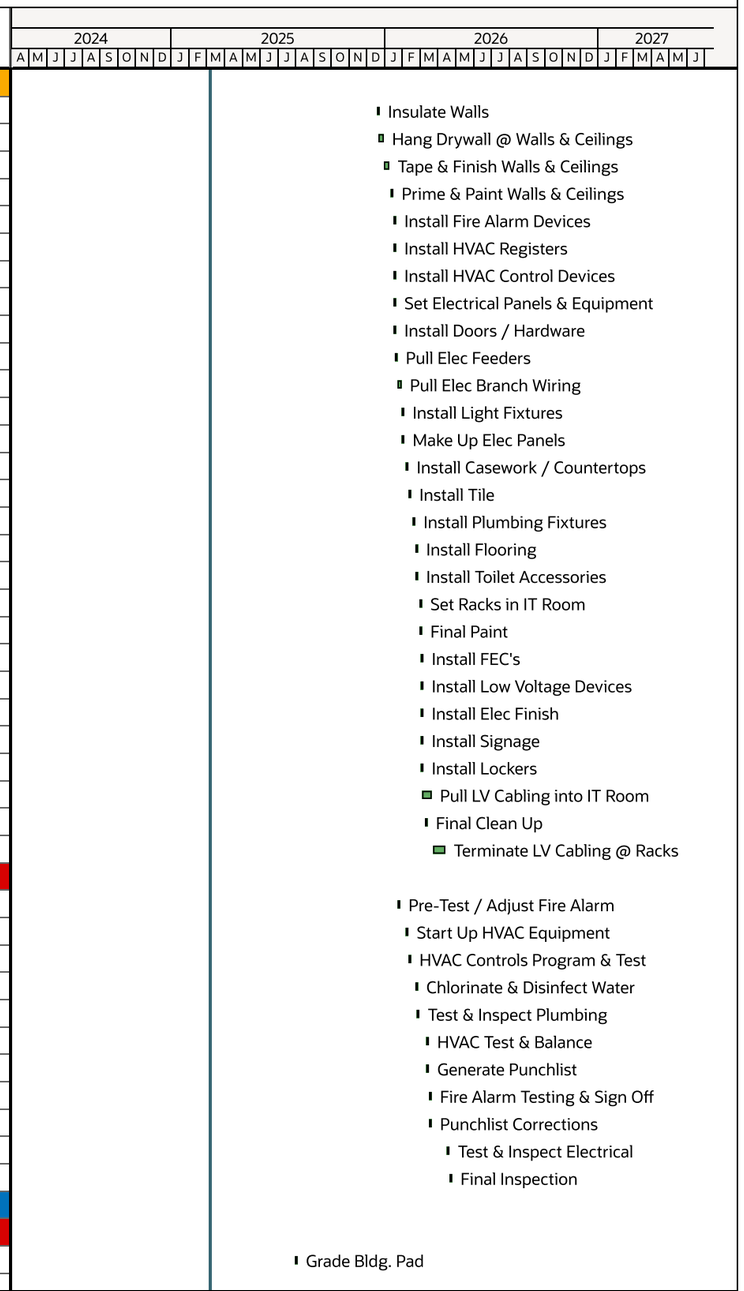


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
General Finishes		100d	15-Dec-25	11-Apr-26	
IT-1430	Insulate Walls	3d	15-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1440	Hang Drywall @ Walls & Ceilings	8d	18-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1450	Tape & Finish Walls & Ceilings	8d	29-Dec-25	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1460	Prime & Paint Walls & Ceilings	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1470	Install Fire Alarm Devices	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1480	Install HVAC Registers	3d	14-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1490	Install HVAC Control Devices	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1500	Set Electrical Panels & Equipment	2d	14-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1510	Install Doors / Hardware	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1520	Pull Elec Feeders	5d	16-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1530	Pull Elec Branch Wiring	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1540	Install Light Fixtures	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1550	Make Up Elec Panels	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1560	Install Casework / Countertops	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1570	Install Tile	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1580	Install Plumbing Fixtures	4d	14-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1590	Install Flooring	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1600	Install Toilet Accessories	2d	19-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1610	Set Racks in IT Room	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1620	Final Paint	3d	25-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1630	Install FEC's	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1640	Install Low Voltage Devices	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1650	Install Elec Finish	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1660	Install Signage	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1670	Install Lockers	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1680	Pull LV Cabling into IT Room	15d	03-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1690	Final Clean Up	2d	06-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1700	Terminate LV Cabling @ Racks	20d	20-Mar-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		77d	20-Jan-26	18-Apr-26	
IT-1710	Pre-Test / Adjust Fire Alarm	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1720	Start Up HVAC Equipment	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1730	HVAC Controls Program & Test	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1740	Chlorinate & Disinfect Water	2d	19-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1750	Test & Inspect Plumbing	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1760	HVAC Test & Balance	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1770	Generate Punchlist	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1780	Fire Alarm Testing & Sign Off	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1790	Punchlist Corrections	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1800	Test & Inspect Electrical	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1810	Final Inspection	1d	18-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Ticket Booths		104d	28-Jul-25	24-Dec-25	
Grade Bldg. Pad		4d	28-Jul-25	31-Jul-25	
TB-1000	Grade Bldg. Pad	3d	28-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

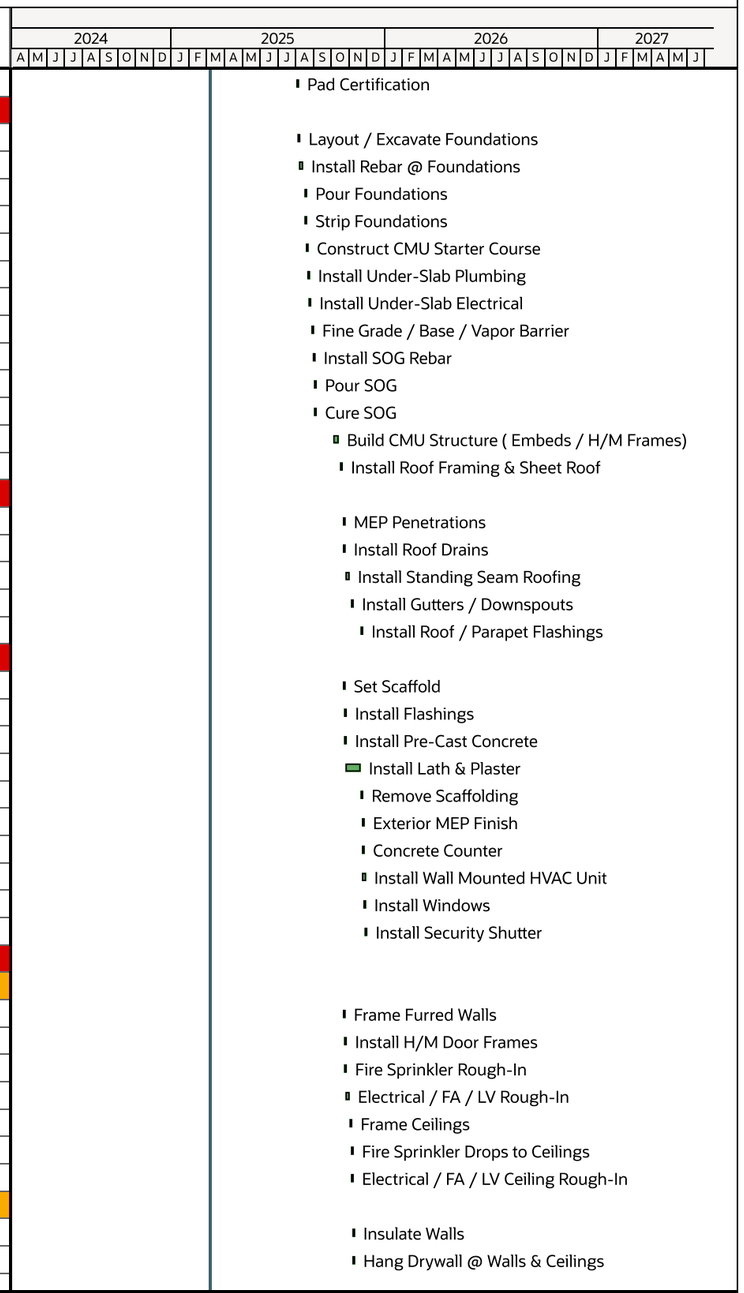


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Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
TB-1010	Pad Certification	1d	31-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		55d	01-Aug-25	17-Oct-25	
TB-1020	Layout / Excavate Foundations	3d	01-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1030	Install Rebar @ Foundations	7d	05-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1040	Pour Foundations	1d	13-Aug-25	13-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1050	Strip Foundations	1d	14-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1060	Construct CMU Starter Course	3d	15-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1070	Install Under-Slab Plumbing	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1080	Install Under-Slab Electrical	3d	22-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1090	Fine Grade / Base / Vapor Barrier	2d	26-Aug-25	27-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1100	Install SOG Rebar	2d	28-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1110	Pour SOG	1d	30-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1120	Cure SOG	3d	31-Aug-25	02-Sep-25	7x8, no holidays - 7x8, no holidays
TB-1130	Build CMU Structure (Embeds / H/M Frames)	10d	01-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1140	Install Roof Framing & Sheet Roof	5d	13-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		28d	18-Oct-25	20-Nov-25	
TB-1150	MEP Penetrations	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1160	Install Roof Drains	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1170	Install Standing Seam Roofing	7d	24-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1180	Install Gutters / Downspouts	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1190	Install Roof / Parapet Flashings	3d	18-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		27d	18-Oct-25	26-Nov-25	
TB-1200	Set Scaffold	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1210	Install Flashings	2d	21-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1220	Install Pre-Cast Concrete	3d	21-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1230	Install Lath & Plaster	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1240	Remove Scaffolding	2d	18-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1250	Exterior MEP Finish	2d	20-Nov-25	21-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1260	Concrete Counter	2d	20-Nov-25	21-Nov-25	5x8, with holidays - 5x8, with holidays
TB-1270	Install Wall Mounted HVAC Unit	5d	20-Nov-25	26-Nov-25	5x8, with holidays - 5x8, with holidays
TB-1280	Install Windows	2d	22-Nov-25	24-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1290	Install Security Shutter	1d	25-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		51d	18-Oct-25	19-Dec-25	
Framing / MEP Rough-In		14d	18-Oct-25	03-Nov-25	
TB-1300	Frame Furred Walls	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1310	Install H/M Door Frames	1d	20-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1320	Fire Sprinkler Rough-In	3d	21-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1330	Electrical / FA / LV Rough-In	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1340	Frame Ceilings	2d	30-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1350	Fire Sprinkler Drops to Ceilings	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1360	Electrical / FA / LV Ceiling Rough-In	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		37d	04-Nov-25	19-Dec-25	
TB-1370	Insulate Walls	1d	04-Nov-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1380	Hang Drywall @ Walls & Ceilings	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

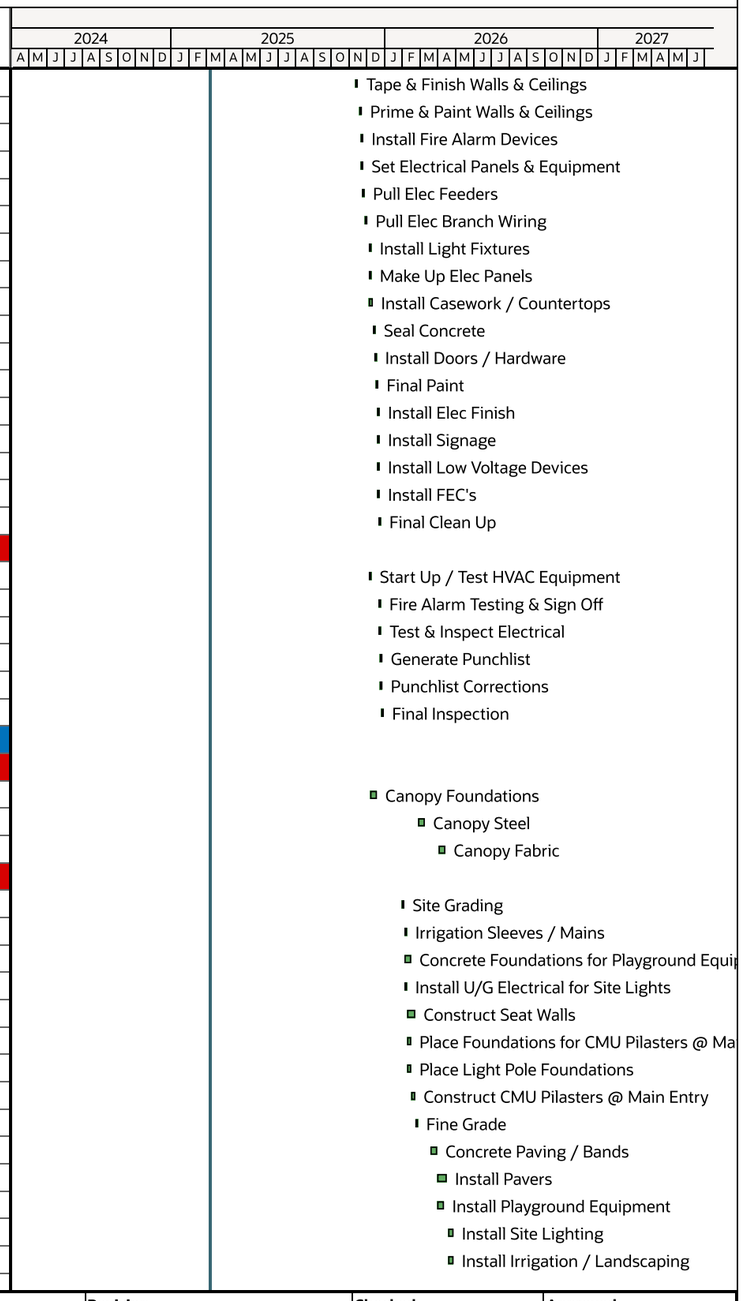


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
TB-1390	Tape & Finish Walls & Ceilings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1400	Prime & Paint Walls & Ceilings	3d	15-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1410	Install Fire Alarm Devices	2d	19-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1420	Set Electrical Panels & Equipment	1d	19-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1430	Pull Elec Feeders	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1440	Pull Elec Branch Wiring	2d	26-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1450	Install Light Fixtures	2d	01-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1460	Make Up Elec Panels	2d	01-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1470	Install Casework / Countertops	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1480	Seal Concrete	2d	09-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1490	Install Doors / Hardware	2d	11-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1500	Final Paint	2d	13-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1510	Install Elec Finish	2d	16-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1520	Install Signage	1d	16-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1530	Install Low Voltage Devices	2d	16-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1540	Install FEC's	1d	16-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1550	Final Clean Up	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		19d	03-Dec-25	24-Dec-25	
TB-1560	Start Up / Test HVAC Equipment	1d	03-Dec-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1570	Fire Alarm Testing & Sign Off	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1580	Test & Inspect Electrical	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1590	Generate Punchlist	1d	20-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1600	Punchlist Corrections	2d	22-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1610	Final Inspection	1d	24-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Family Activity Area		131d	05-Dec-25	08-May-26	
Canopies - Family Activity Area		107d	05-Dec-25	10-Apr-26	
FAM-1000	Canopy Foundations	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1010	Canopy Steel	10d	24-Feb-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1020	Canopy Fabric	10d	31-Mar-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Family Activity Area Plaza		88d	27-Jan-26	08-May-26	
FAM-1030	Site Grading	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1040	Irrigation Sleeves / Mains	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1055	Concrete Foundations for Playground Equipment	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1050	Install U/G Electrical for Site Lights	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1060	Construct Seat Walls	10d	07-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1070	Place Foundations for CMU Pilasters @ Main Entry	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1080	Place Light Pole Foundations	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1090	Construct CMU Pilasters @ Main Entry	5d	13-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1100	Fine Grade	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1110	Concrete Paving / Bands	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1120	Install Pavers	15d	28-Mar-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1130	Install Playground Equipment	10d	28-Mar-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1140	Install Site Lighting	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1150	Install Irrigation / Landscaping	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days



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FAM-1170	Install Signage @ Mian Entry	3d	24-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1180	Generate Punch List / WTC List	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1190	Punch List Complete	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Facilities		275d	25-Jun-25	25-Jul-26	
Baseball Field 2		154d	25-Jun-25	04-Feb-26	
Grading		45d	25-Jun-25	19-Aug-25	
BF-1000	Rough Grade	5d	25-Jun-25	01-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3320	Fine Grade / Final Survey / Acceptance	1d	01-Jul-25	01-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1105	Cement Treatment	5d	13-Aug-25	19-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	22-Sep-25	03-Oct-25	
BF-1020	Install Dry Utilities	10d	22-Sep-25	03-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	24-Oct-25	05-Nov-25	
BF-1010	Install Wet Utilities (SS,W,SD)	10d	24-Oct-25	05-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	03-Oct-25	14-Oct-25	
BF-1030	Place Musco Light Pole Bases	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1040	Install Musco Lighting	5d	09-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	05-Nov-25	01-Dec-25	
BF-1050	Install Fence Posts / Foundations	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1055	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	12-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	18-Nov-25	04-Feb-26	
BF-1060	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	18-Nov-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1070	Install Synthetic Turf	32d	19-Dec-25	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1080	Generate Punch List / WTC List	2d	28-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1090	Punch List Complete	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		55d	05-Nov-25	13-Jan-26	
BF-1100	Place Foundations / Steel for Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1110	Install Scoreboard	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1120	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 1		167d	01-Jul-25	27-Feb-26	
Grading		45d	01-Jul-25	25-Aug-25	
BF-1130	Rough Grade	5d	01-Jul-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3330	Fine Grade / Final Survey / Acceptance	1d	09-Jul-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1135	Cement Treatment	5d	19-Aug-25	25-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	03-Oct-25	15-Oct-25	
BF-1150	Install Dry Utilities	10d	03-Oct-25	15-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	05-Nov-25	18-Nov-25	
BF-1140	Install Wet Utilities (SS,W,SD)	10d	05-Nov-25	18-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	15-Oct-25	25-Oct-25	
BF-1160	Place Musco Light Pole Bases	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1170	Install Musco Lighting	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	18-Nov-25	12-Dec-25	
BF-1180	Install Fence Posts / Foundations	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1185	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	24-Nov-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	13-Dec-25	27-Feb-26	

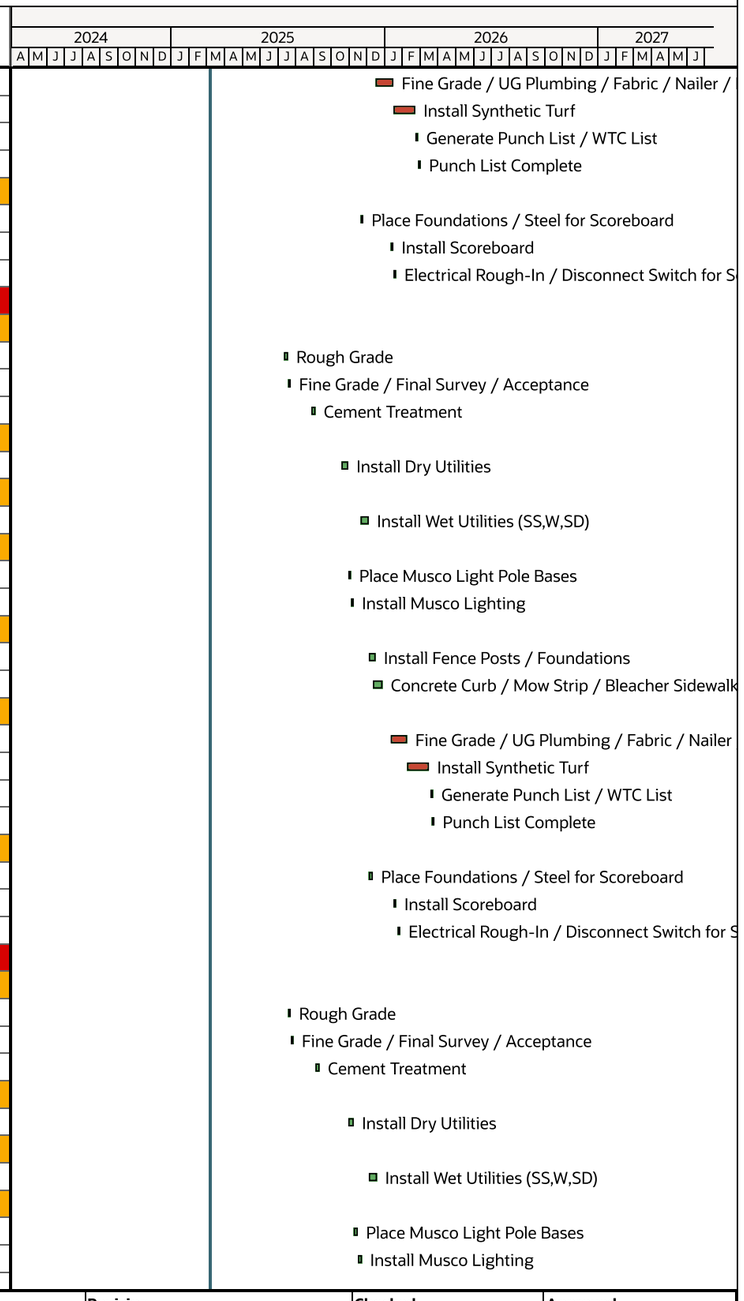


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BF-1190	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	13-Dec-25	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1200	Install Synthetic Turf	32d	14-Jan-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1210	Generate Punch List / WTC List	2d	20-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1220	Punch List Complete	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		50d	18-Nov-25	19-Jan-26	
BF-1230	Place Foundations / Steel for Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1240	Install Scoreboard	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1250	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 5		178d	09-Jul-25	23-Mar-26	
Grading		45d	09-Jul-25	02-Sep-25	
BF-1260	Rough Grade	5d	09-Jul-25	15-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3340	Fine Grade / Final Survey / Acceptance	1d	15-Jul-25	15-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1265	Cement Treatment	5d	25-Aug-25	02-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	15-Oct-25	27-Oct-25	
BF-1280	Install Dry Utilities	10d	15-Oct-25	27-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	18-Nov-25	03-Dec-25	
BF-1270	Install Wet Utilities (SS,W,SD)	10d	18-Nov-25	03-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	27-Oct-25	06-Nov-25	
BF-1290	Place Musco Light Pole Bases	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1300	Install Musco Lighting	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	03-Dec-25	26-Dec-25	
BF-1310	Install Fence Posts / Foundations	10d	03-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1315	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	09-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	08-Jan-26	23-Mar-26	
BF-1320	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	08-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1330	Install Synthetic Turf	32d	06-Feb-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1340	Generate Punch List / WTC List	2d	16-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1350	Punch List Complete	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		44d	03-Dec-25	24-Jan-26	
BF-1360	Place Foundations / Steel for Scoreboard	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1370	Install Scoreboard	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1380	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 8		191d	15-Jul-25	15-Apr-26	
Grading		45d	15-Jul-25	08-Sep-25	
BF-1390	Rough Grade	5d	15-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3350	Fine Grade / Final Survey / Acceptance	1d	21-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1395	Cement Treatment	5d	02-Sep-25	08-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Oct-25	07-Nov-25	
BF-1410	Install Dry Utilities	10d	27-Oct-25	07-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	03-Dec-25	15-Dec-25	
BF-1400	Install Wet Utilities (SS,W,SD)	10d	03-Dec-25	15-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	07-Nov-25	19-Nov-25	
BF-1420	Place Musco Light Pole Bases	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1430	Install Musco Lighting	5d	14-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

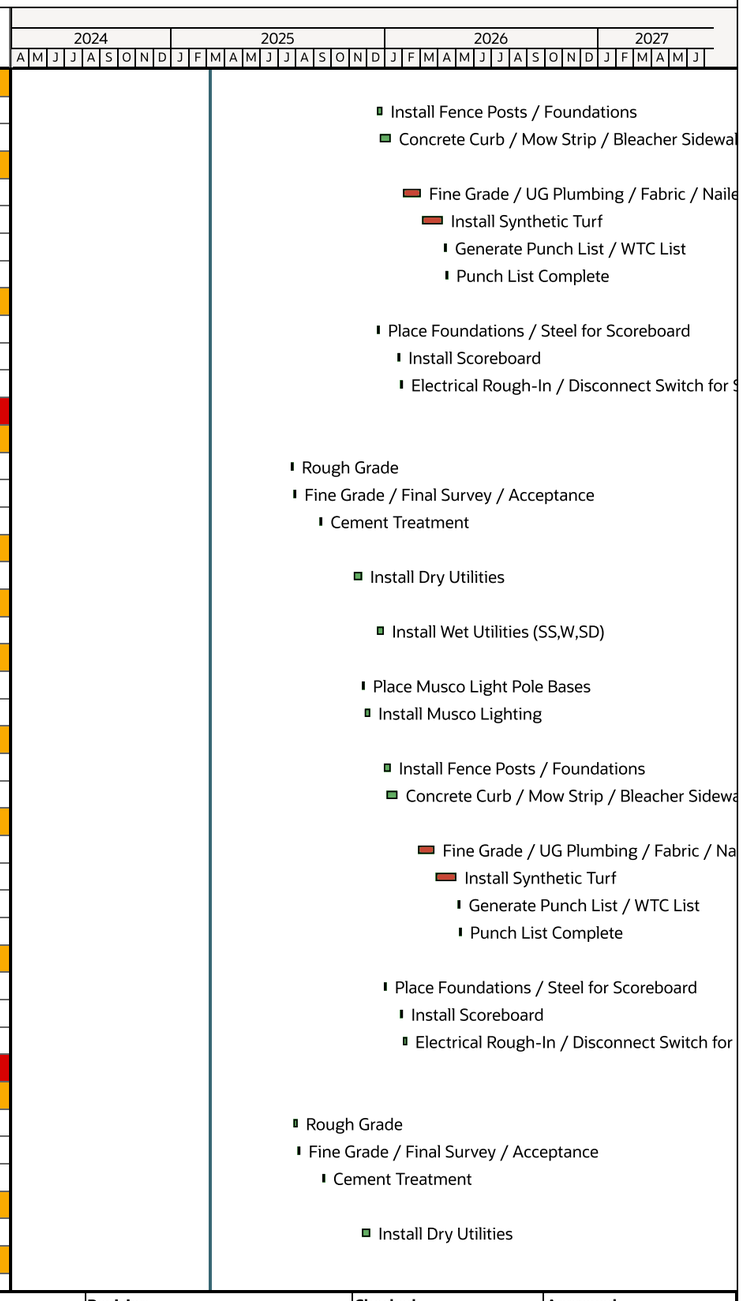


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Tilden-Coil CONSTRUCTORS
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Site Concrete Before Field		20d	15-Dec-25	08-Jan-26	
BF-1440	Install Fence Posts / Foundations	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1445	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	20-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	31-Jan-26	15-Apr-26	
BF-1450	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	31-Jan-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1460	Install Synthetic Turf	32d	02-Mar-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1470	Generate Punch List / WTC List	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1480	Punch List Complete	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		39d	15-Dec-25	30-Jan-26	
BF-1490	Place Foundations / Steel for Scoreboard	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1500	Install Scoreboard	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1510	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 3		204d	21-Jul-25	08-May-26	
Grading		45d	21-Jul-25	13-Sep-25	
BF-1520	Rough Grade	5d	21-Jul-25	26-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3360	Fine Grade / Final Survey / Acceptance	1d	26-Jul-25	26-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1525	Cement Treatment	5d	08-Sep-25	13-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	07-Nov-25	20-Nov-25	
BF-1540	Install Dry Utilities	10d	07-Nov-25	20-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	15-Dec-25	27-Dec-25	
BF-1530	Install Wet Utilities (SS,W,SD)	10d	15-Dec-25	27-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	20-Nov-25	03-Dec-25	
BF-1550	Place Musco Light Pole Bases	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1560	Install Musco Lighting	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	27-Dec-25	20-Jan-26	
BF-1570	Install Fence Posts / Foundations	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1575	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	03-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	24-Feb-26	08-May-26	
BF-1580	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	24-Feb-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1590	Install Synthetic Turf	32d	25-Mar-26	30-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1600	Generate Punch List / WTC List	2d	01-May-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1610	Punch List Complete	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		34d	27-Dec-25	05-Feb-26	
BF-1620	Place Foundations / Steel for Scoreboard	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1630	Install Scoreboard	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1640	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 4		216d	26-Jul-25	02-Jun-26	
Grading		45d	26-Jul-25	19-Sep-25	
BF-1650	Rough Grade	5d	26-Jul-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3370	Fine Grade / Final Survey / Acceptance	1d	01-Aug-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1655	Cement Treatment	5d	13-Sep-25	19-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	20-Nov-25	05-Dec-25	
BF-1670	Install Dry Utilities	10d	20-Nov-25	05-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	27-Dec-25	09-Jan-26	



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BF-1660	Install Wet Utilities (SS,W,SD)	10d	27-Dec-25	09-Jan-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	05-Dec-25	16-Dec-25	
BF-1680	Place Musco Light Pole Bases	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1690	Install Musco Lighting	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	09-Jan-26	31-Jan-26	
BF-1700	Install Fence Posts / Foundations	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1705	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		65d	19-Mar-26	02-Jun-26	
BF-1710	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	19-Mar-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1720	Install Synthetic Turf	32d	17-Apr-26	23-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1730	Generate Punch List / WTC List	2d	26-May-26	27-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1740	Punch List Complete	5d	28-May-26	02-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		29d	09-Jan-26	11-Feb-26	
BF-1750	Place Foundations / Steel for Scoreboard	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1760	Install Scoreboard	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1770	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 6		229d	01-Aug-25	25-Jun-26	
Grading		45d	01-Aug-25	25-Sep-25	
BF-1780	Rough Grade	5d	01-Aug-25	07-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3380	Fine Grade / Final Survey / Acceptance	1d	07-Aug-25	07-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1785	Cement Treatment	5d	19-Sep-25	25-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	05-Dec-25	17-Dec-25	
BF-1800	Install Dry Utilities	10d	05-Dec-25	17-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	09-Jan-26	21-Jan-26	
BF-1790	Install Wet Utilities (SS,W,SD)	10d	09-Jan-26	21-Jan-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	17-Dec-25	29-Dec-25	
BF-1810	Place Musco Light Pole Bases	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1820	Install Musco Lighting	5d	23-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	21-Jan-26	12-Feb-26	
BF-1830	Install Fence Posts / Foundations	10d	21-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1835	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Jan-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		65d	11-Apr-26	25-Jun-26	
BF-1840	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	11-Apr-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1850	Install Synthetic Turf	32d	11-May-26	17-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1860	Generate Punch List / WTC List	2d	18-Jun-26	19-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1870	Punch List Complete	5d	20-Jun-26	25-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		24d	21-Jan-26	17-Feb-26	
BF-1880	Place Foundations / Steel for Scoreboard	5d	21-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1890	Install Scoreboard	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1900	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 7		245d	07-Aug-25	25-Jul-26	
Grading		45d	07-Aug-25	01-Oct-25	
BF-1910	Rough Grade	5d	07-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3390	Fine Grade / Final Survey / Acceptance	1d	13-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

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BF-1915	Cement Treatment	5d	25-Sep-25	01-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	17-Dec-25	30-Dec-25	
BF-1930	Install Dry Utilities	10d	17-Dec-25	30-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	21-Jan-26	02-Feb-26	
BF-1920	Install Wet Utilities (SS,W,SD)	10d	21-Jan-26	02-Feb-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	30-Dec-25	10-Jan-26	
BF-1940	Place Musco Light Pole Bases	5d	30-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1950	Install Musco Lighting	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	02-Feb-26	24-Feb-26	
BF-1960	Install Fence Posts / Foundations	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1965	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	07-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		70d	05-May-26	25-Jul-26	
BF-1970	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	05-May-26	03-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1980	Install Synthetic Turf	32d	04-Jun-26	11-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1990	Generate Punch List / WTC List	2d	13-Jul-26	14-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2000	Punch List Complete	10d	15-Jul-26	25-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Batting Cages		31d	05-May-26	09-Jun-26	
BF-2010	Install Chain Link Fence Posts / Foundations	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2020	Install Mesh Enclosures	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2030	Install Turf & Accessories	10d	29-May-26	09-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		19d	02-Feb-26	23-Feb-26	
BF-2040	Place Foundations / Steel for Scoreboard	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2050	Install Scoreboard	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2060	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	18-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Baseball Facilities		99d	09-Jan-26	04-May-26	
Canopies - Baseball Fields 1,2,3,4		89d	09-Jan-26	22-Apr-26	
BF-2070	Canopy Foundations	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2080	Canopy Steel	10d	07-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2090	Canopy Fabric	10d	11-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Baseball Fields 5,6,7,8		79d	02-Feb-26	04-May-26	
BF-2100	Canopy Foundations	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2110	Canopy Steel	10d	19-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2120	Canopy Fabric	10d	23-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Baseball Fields		85d	09-Jan-26	17-Apr-26	
Walls / Concrete Bleachers @ Baseball Fields 1,2,3,4		65d	09-Jan-26	25-Mar-26	
BF-2160	Construct Concrete Walls / Drainage / Backfill	20d	09-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2170	Construct CMU Walls / Drainage / Backfill	20d	09-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2200	Form / Rebar / Pour Concrete Bleachers	40d	21-Jan-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2230	Install Alum Bleachers	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Baseball Fields 5,6,7,8		65d	02-Feb-26	17-Apr-26	
BF-2340	Construct Concrete Walls / Drainage / Backfill	20d	02-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2330	Construct CMU Walls / Drainage / Backfill	20d	02-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2370	Form / Rebar / Pour Concrete Bleachers	40d	13-Feb-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2400	Install Alum Bleachers	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

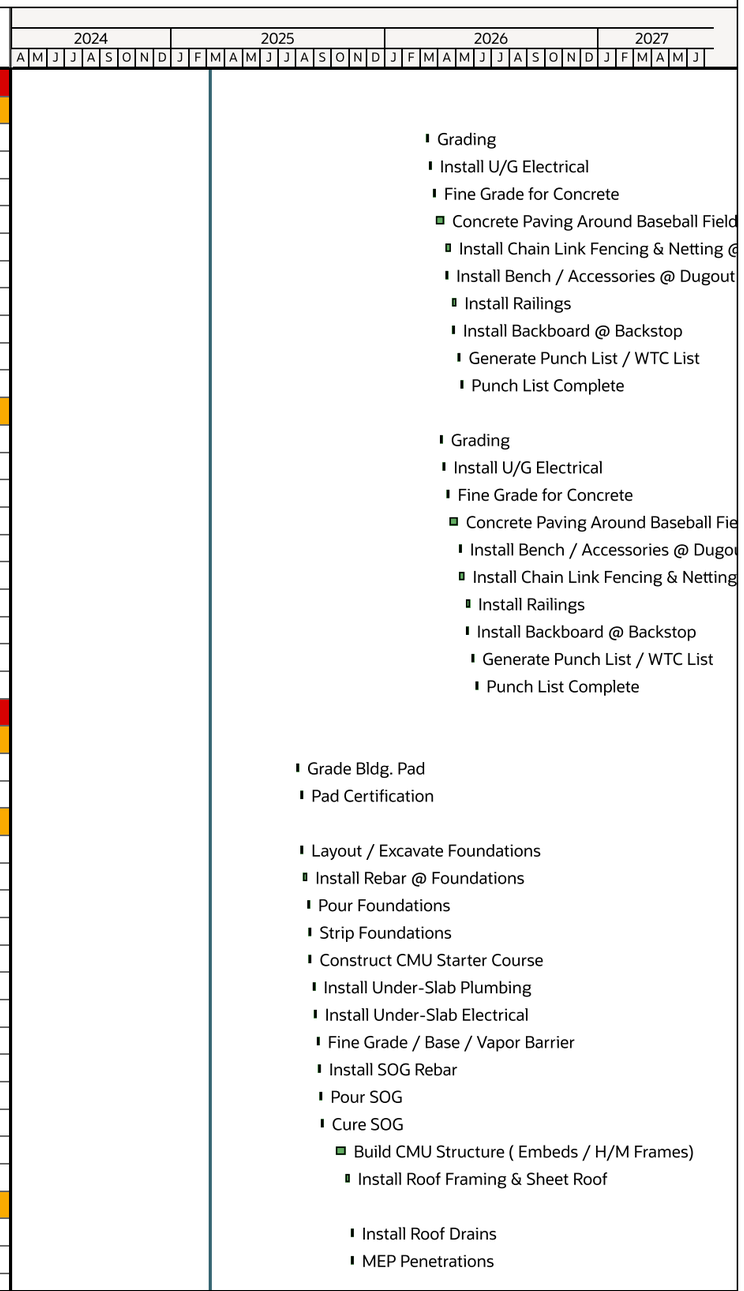


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Seating Area / Dugouts @ Baseball Fields		77d	09-Mar-26	05-Jun-26	
Seating Area / Dugouts @ Fields 1,2,3,4		56d	09-Mar-26	12-May-26	
BF-2130	Grading	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2190	Install U/G Electrical	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2210	Fine Grade for Concrete	4d	20-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2220	Concrete Paving Around Baseball Fields / Dugouts	14d	25-Mar-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2240	Install Chain Link Fencing & Netting @ Backstop/ Outfield	10d	10-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2250	Install Bench / Accessories @ Dugout	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2260	Install Railings	8d	22-Apr-26	30-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2270	Install Backboard @ Backstop	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2280	Generate Punch List / WTC List	5d	01-May-26	06-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2290	Punch List Complete	5d	07-May-26	12-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Dugouts @ Fields 5,6,7,8		57d	01-Apr-26	05-Jun-26	
BF-2300	Grading	5d	01-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2360	Install U/G Electrical	5d	07-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2380	Fine Grade for Concrete	4d	13-Apr-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2390	Concrete Paving Around Baseball Fields / Dugouts	14d	17-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2410	Install Bench / Accessories @ Dugout	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2420	Install Chain Link Fencing & Netting @ Backstop/ Outfield	10d	04-May-26	14-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2430	Install Railings	8d	15-May-26	23-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2440	Install Backboard @ Backstop	5d	15-May-26	20-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2450	Generate Punch List / WTC List	5d	26-May-26	30-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2460	Punch List Complete	5d	01-Jun-26	05-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Baseball Plaza West)		183d	31-Jul-25	21-Apr-26	
Grade Bldg. Pad		6d	31-Jul-25	06-Aug-25	
BBF-1000	Grade Bldg. Pad	5d	31-Jul-25	05-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1010	Pad Certification	1d	06-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		61d	07-Aug-25	31-Oct-25	
BBF-1020	Layout / Excavate Foundations	3d	07-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1030	Install Rebar @ Foundations	7d	11-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1040	Pour Foundations	1d	19-Aug-25	19-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1050	Strip Foundations	1d	20-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1060	Construct CMU Starter Course	5d	21-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1070	Install Under-Slab Plumbing	3d	27-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1080	Install Under-Slab Electrical	3d	30-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1090	Fine Grade / Base / Vapor Barrier	2d	04-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1100	Install SOG Rebar	2d	06-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1110	Pour SOG	1d	09-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1120	Cure SOG	3d	10-Sep-25	12-Sep-25	7x8, no holidays - 7x8, no holidays
BBF-1130	Build CMU Structure (Embeds / H/M Frames)	15d	07-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1140	Install Roof Framing & Sheet Roof	7d	24-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		60d	01-Nov-25	15-Jan-26	
BBF-1150	Install Roof Drains	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1160	MEP Penetrations	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

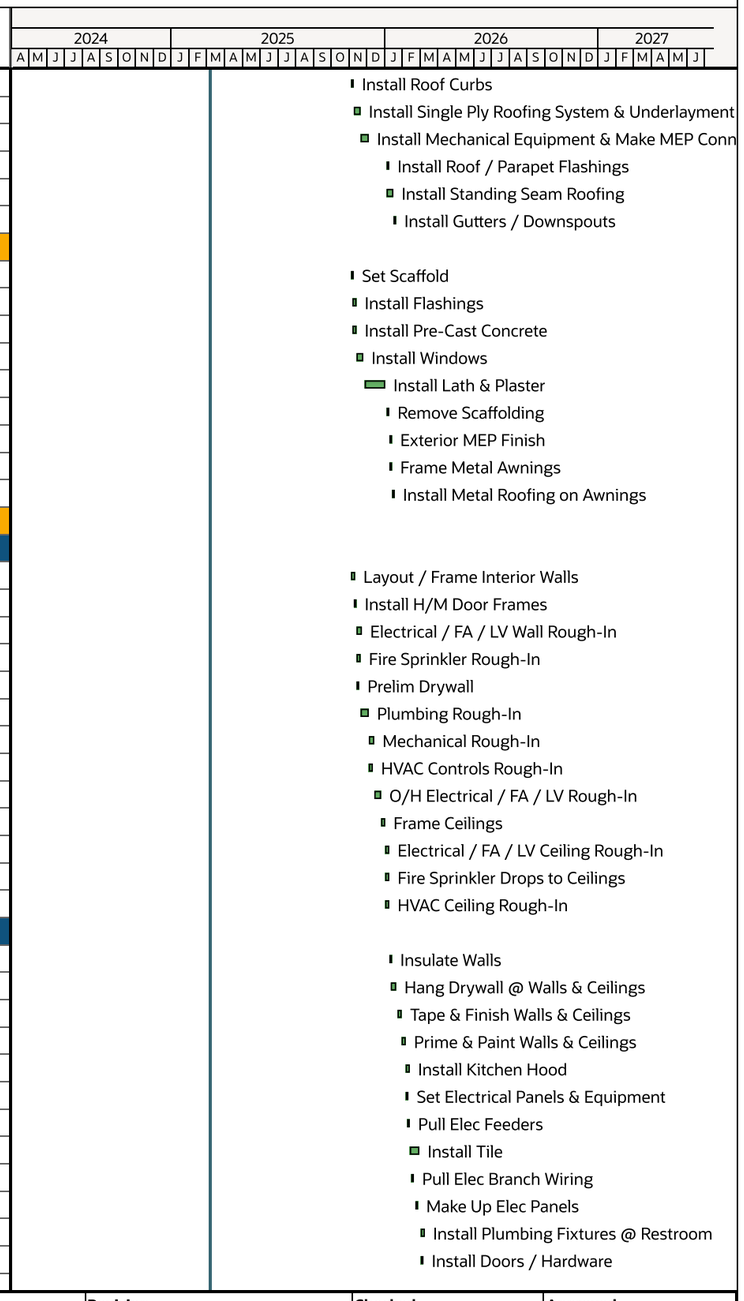


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-1170	Install Roof Curbs	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	07-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1190	Install Mechanical Equipment & Make MEP Connections	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1200	Install Roof / Parapet Flashings	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1210	Install Standing Seam Roofing	10d	02-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1220	Install Gutters / Downspouts	2d	14-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	01-Nov-25	16-Jan-26	
BBF-1230	Set Scaffold	3d	01-Nov-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1240	Install Flashings	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1250	Install Pre-Cast Concrete	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1260	Install Windows	10d	12-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1270	Install Lath & Plaster	30d	24-Nov-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1280	Remove Scaffolding	3d	02-Jan-26	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1290	Exterior MEP Finish	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1300	Frame Metal Awnings	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1310	Install Metal Roofing on Awnings	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	01-Nov-25	08-Apr-26	
Framing / MEP Rough-In		52d	01-Nov-25	06-Jan-26	
BBF-1320	Layout / Frame Interior Walls	7d	01-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1330	Install H/M Door Frames	3d	06-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1340	Electrical / FA / LV Wall Rough-In	10d	10-Nov-25	21-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1350	Fire Sprinkler Rough-In	7d	10-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1360	Prelim Drywall	5d	10-Nov-25	15-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1370	Plumbing Rough-In	10d	19-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1380	Mechanical Rough-In	8d	03-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1390	HVAC Controls Rough-In	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1400	O/H Electrical / FA / LV Rough-In	10d	12-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1410	Frame Ceilings	5d	24-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1420	Electrical / FA / LV Ceiling Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1430	Fire Sprinkler Drops to Ceilings	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1440	HVAC Ceiling Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	07-Jan-26	08-Apr-26	
BBF-1450	Insulate Walls	3d	07-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1460	Hang Drywall @ Walls & Ceilings	8d	10-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1470	Tape & Finish Walls & Ceilings	8d	20-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1480	Prime & Paint Walls & Ceilings	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1490	Install Kitchen Hood	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1500	Set Electrical Panels & Equipment	2d	04-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1510	Pull Elec Feeders	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1520	Install Tile	15d	10-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1530	Pull Elec Branch Wiring	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1540	Make Up Elec Panels	5d	18-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1550	Install Plumbing Fixtures @ Restroom	8d	27-Feb-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1560	Install Doors / Hardware	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

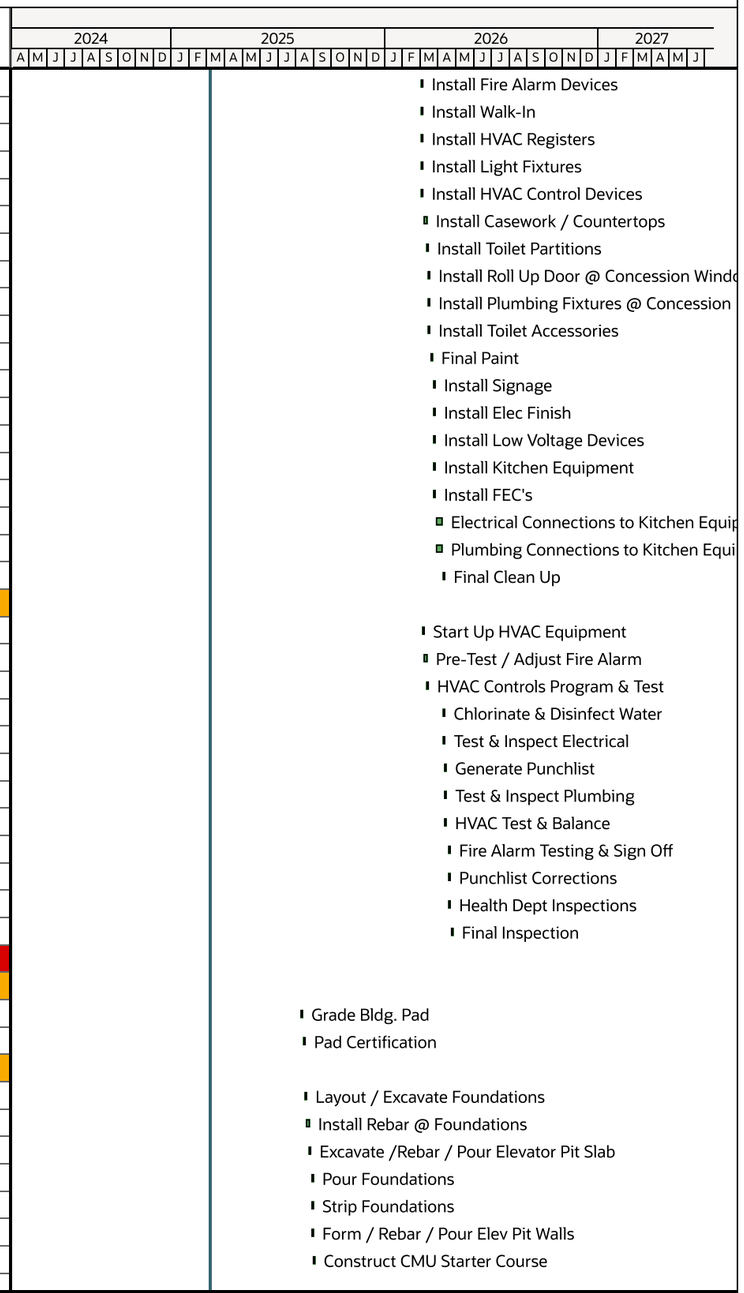


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Tilden-Coil CONSTRUCTORS
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ID	Name	Dur	Start	Finish	Calendar
BBF-1570	Install Fire Alarm Devices	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1580	Install Walk-In	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1590	Install HVAC Registers	3d	27-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1600	Install Light Fixtures	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1610	Install HVAC Control Devices	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1620	Install Casework / Countertops	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1630	Install Toilet Partitions	3d	09-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1640	Install Roll Up Door @ Concession Window	3d	11-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1650	Install Plumbing Fixtures @ Concession	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1660	Install Toilet Accessories	3d	12-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1670	Final Paint	3d	17-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1680	Install Signage	2d	20-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1690	Install Elec Finish	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1700	Install Low Voltage Devices	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1710	Install Kitchen Equipment	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1720	Install FEC's	2d	20-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1730	Electrical Connections to Kitchen Equip	10d	26-Mar-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1740	Plumbing Connections to Kitchen Equip	10d	26-Mar-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1750	Final Clean Up	2d	07-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	03-Mar-26	21-Apr-26	
BBF-1760	Start Up HVAC Equipment	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1770	Pre-Test / Adjust Fire Alarm	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1780	HVAC Controls Program & Test	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1790	Chlorinate & Disinfect Water	2d	07-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1800	Test & Inspect Electrical	5d	07-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1810	Generate Punchlist	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1820	Test & Inspect Plumbing	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1830	HVAC Test & Balance	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1840	Fire Alarm Testing & Sign Off	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1850	Punchlist Corrections	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1860	Health Dept Inspections	2d	15-Apr-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1870	Final Inspection	1d	21-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. A Concession Bldg. (Baseball Plaza)		193d	06-Aug-25	11-May-26	
Grade Bldg. Pad		6d	06-Aug-25	12-Aug-25	
ABF-1000	Grade Bldg. Pad	5d	06-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1010	Pad Certification	1d	12-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		94d	13-Aug-25	29-Dec-25	
ABF-1020	Layout / Excavate Foundations	3d	13-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1030	Install Rebar @ Foundations	7d	16-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1040	Excavate /Rebar / Pour Elevator Pit Slab	3d	22-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1050	Pour Foundations	1d	25-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1060	Strip Foundations	1d	26-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1070	Form / Rebar / Pour Elev Pit Walls	3d	26-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1080	Construct CMU Starter Course	5d	27-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days

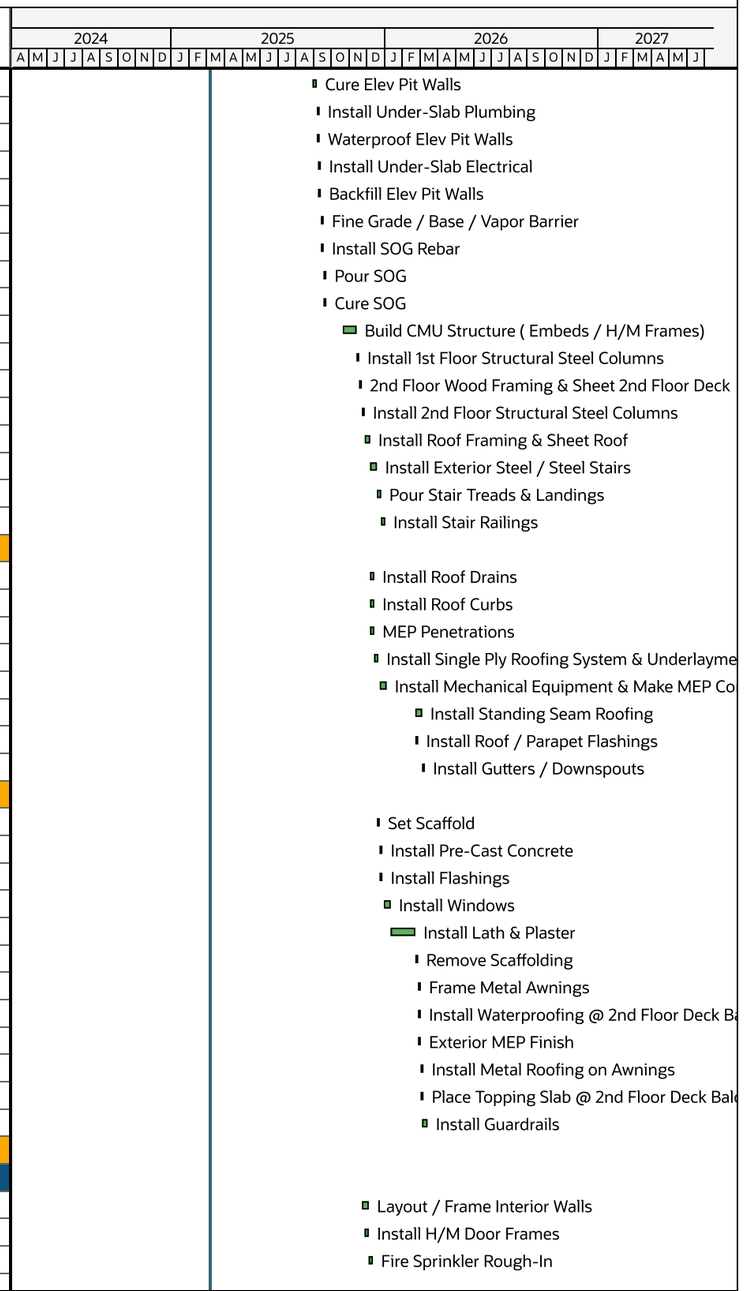


Current
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Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1090	Cure Elev Pit Walls	7d	29-Aug-25	04-Sep-25	7x8, no holidays - 7x8, no holidays
ABF-1100	Install Under-Slab Plumbing	3d	03-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1110	Waterproof Elev Pit Walls	1d	05-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1120	Install Under-Slab Electrical	3d	06-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1130	Backfill Elev Pit Walls	1d	06-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1140	Fine Grade / Base / Vapor Barrier	2d	10-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1150	Install SOG Rebar	2d	12-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1160	Pour SOG	1d	15-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1170	Cure SOG	3d	16-Sep-25	18-Sep-25	7x8, no holidays - 7x8, no holidays
ABF-1180	Build CMU Structure (Embeds / H/M Frames)	20d	18-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1190	Install 1st Floor Structural Steel Columns	3d	12-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1200	2nd Floor Wood Framing & Sheet 2nd Floor Deck	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1210	Install 2nd Floor Structural Steel Columns	3d	21-Nov-25	24-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1220	Install Roof Framing & Sheet Roof	7d	25-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1230	Install Exterior Steel / Steel Stairs	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1240	Pour Stair Treads & Landings	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1250	Install Stair Railings	5d	23-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		77d	05-Dec-25	06-Mar-26	
ABF-1260	Install Roof Drains	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1270	Install Roof Curbs	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1280	MEP Penetrations	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1290	Install Single Ply Roofing System & Underlayment for SS Roof	8d	11-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1300	Install Mechanical Equipment & Make MEP Connections	10d	20-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1310	Install Standing Seam Roofing	10d	19-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1320	Install Roof / Parapet Flashings	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1330	Install Gutters / Downspouts	4d	03-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		71d	17-Dec-25	11-Mar-26	
ABF-1340	Set Scaffold	3d	17-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1350	Install Pre-Cast Concrete	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1360	Install Flashings	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1370	Install Windows	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1380	Install Lath & Plaster	35d	09-Jan-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1390	Remove Scaffolding	3d	19-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1400	Frame Metal Awnings	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1410	Install Waterproofing @ 2nd Floor Deck Balcony	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1420	Exterior MEP Finish	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1430	Install Metal Roofing on Awnings	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1440	Place Topping Slab @ 2nd Floor Deck Balcony	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1450	Install Guardrails	8d	03-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		131d	21-Nov-25	27-Apr-26	
Framing / MEP Rough-In		52d	21-Nov-25	24-Jan-26	
ABF-1460	Layout / Frame Interior Walls	7d	21-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1470	Install H/M Door Frames	3d	26-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1480	Fire Sprinkler Rough-In	7d	02-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

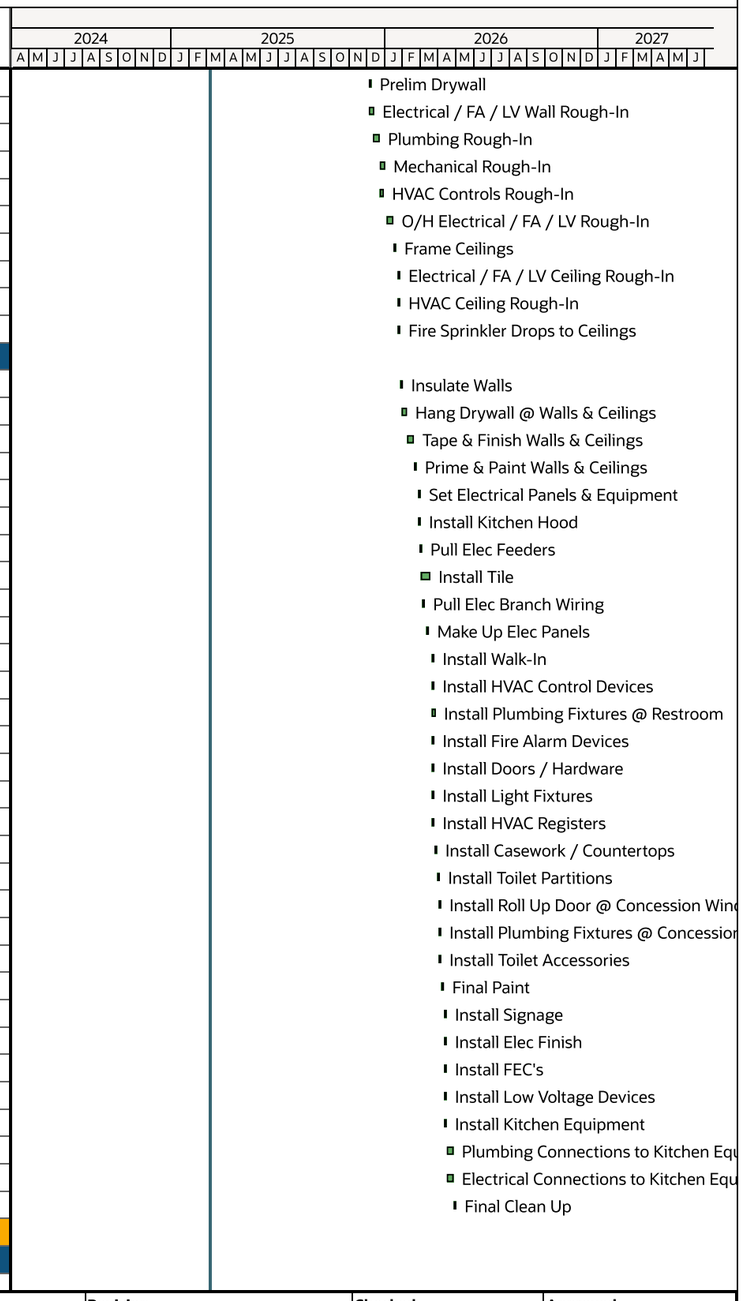


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1490	Prelim Drywall	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1500	Electrical / FA / LV Wall Rough-In	10d	02-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1510	Plumbing Rough-In	10d	10-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1520	Mechanical Rough-In	8d	22-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1530	HVAC Controls Rough-In	5d	22-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1540	O/H Electrical / FA / LV Rough-In	10d	02-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1550	Frame Ceilings	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1560	Electrical / FA / LV Ceiling Rough-In	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1570	HVAC Ceiling Rough-In	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1580	Fire Sprinkler Drops to Ceilings	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	26-Jan-26	27-Apr-26	
ABF-1590	Insulate Walls	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1600	Hang Drywall @ Walls & Ceilings	8d	29-Jan-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1610	Tape & Finish Walls & Ceilings	8d	07-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1620	Prime & Paint Walls & Ceilings	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1630	Set Electrical Panels & Equipment	2d	23-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1640	Install Kitchen Hood	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1650	Pull Elec Feeders	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1660	Install Tile	15d	28-Feb-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1670	Pull Elec Branch Wiring	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1680	Make Up Elec Panels	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1690	Install Walk-In	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1700	Install HVAC Control Devices	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1710	Install Plumbing Fixtures @ Restroom	8d	18-Mar-26	26-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1720	Install Fire Alarm Devices	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1730	Install Doors / Hardware	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1740	Install Light Fixtures	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1750	Install HVAC Registers	3d	18-Mar-26	20-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1760	Install Casework / Countertops	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1770	Install Toilet Partitions	3d	27-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1780	Install Roll Up Door @ Concession Window	3d	30-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1790	Install Plumbing Fixtures @ Concession	5d	30-Mar-26	03-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1800	Install Toilet Accessories	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1810	Final Paint	3d	04-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1820	Install Signage	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1830	Install Elec Finish	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1840	Install FEC's	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1850	Install Low Voltage Devices	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1860	Install Kitchen Equipment	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1870	Plumbing Connections to Kitchen Equip	10d	14-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1880	Electrical Connections to Kitchen Equip	10d	14-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1890	Final Clean Up	2d	25-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
2nd Floor Interior		122d	05-Dec-25	28-Apr-26	
Framing / MEP Rough-In		52d	05-Dec-25	05-Feb-26	

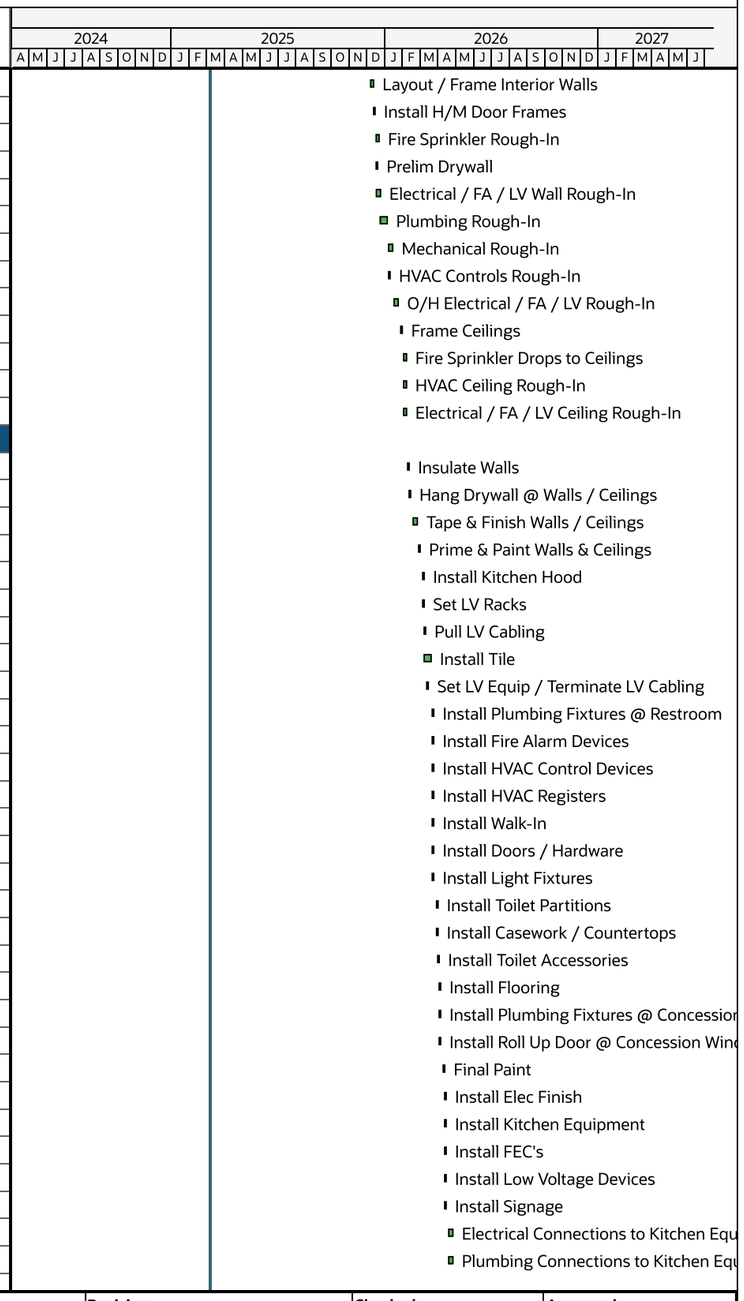


Current
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Tilden-Coil CONSTRUCTORS™
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1900	Layout / Frame Interior Walls	7d	05-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1910	Install H/M Door Frames	3d	10-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1920	Fire Sprinkler Rough-In	7d	13-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1930	Prelim Drywall	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1940	Electrical / FA / LV Wall Rough-In	10d	13-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1950	Plumbing Rough-In	10d	22-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1960	Mechanical Rough-In	8d	05-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1970	HVAC Controls Rough-In	5d	05-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1980	O/H Electrical / FA / LV Rough-In	10d	14-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1990	Frame Ceilings	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2000	Fire Sprinkler Drops to Ceilings	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2010	HVAC Ceiling Rough-In	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2020	Electrical / FA / LV Ceiling Rough-In	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		70d	06-Feb-26	28-Apr-26	
ABF-2030	Insulate Walls	2d	06-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2040	Hang Drywall @ Walls / Ceilings	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2050	Tape & Finish Walls / Ceilings	8d	14-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2060	Prime & Paint Walls & Ceilings	5d	24-Feb-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2070	Install Kitchen Hood	3d	02-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2080	Set LV Racks	2d	02-Mar-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2090	Pull LV Cabling	5d	04-Mar-26	09-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2100	Install Tile	12d	05-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2110	Set LV Equip / Terminate LV Cabling	5d	10-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2120	Install Plumbing Fixtures @ Restroom	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2130	Install Fire Alarm Devices	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2140	Install HVAC Control Devices	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2150	Install HVAC Registers	3d	19-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2160	Install Walk-In	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2170	Install Doors / Hardware	3d	19-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2180	Install Light Fixtures	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2190	Install Toilet Partitions	3d	25-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2200	Install Casework / Countertops	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2210	Install Toilet Accessories	3d	28-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2220	Install Flooring	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2230	Install Plumbing Fixtures @ Concession	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2240	Install Roll Up Door @ Concession Window	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2250	Final Paint	3d	06-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2260	Install Elec Finish	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2270	Install Kitchen Equipment	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2280	Install FEC's	2d	09-Apr-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2290	Install Low Voltage Devices	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2300	Install Signage	3d	09-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2310	Electrical Connections to Kitchen Equip	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2320	Plumbing Connections to Kitchen Equip	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

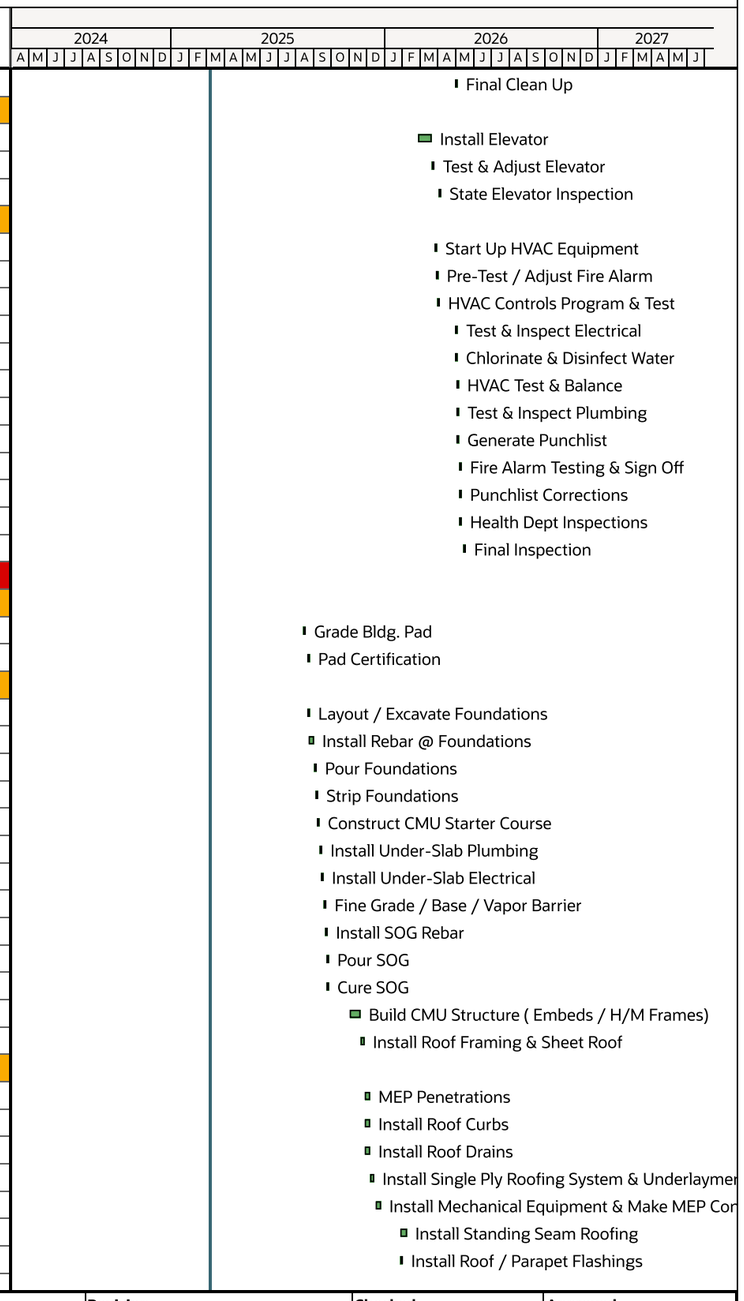


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ID	Name	Dur	Start	Finish	Calendar
ABF-2330	Final Clean Up	2d	27-Apr-26	28-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Elevator		35d	24-Feb-26	04-Apr-26	
ABF-2340	Install Elevator	20d	24-Feb-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2350	Test & Adjust Elevator	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2360	State Elevator Inspection	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	23-Mar-26	11-May-26	
ABF-2370	Start Up HVAC Equipment	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2380	Pre-Test / Adjust Fire Alarm	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2390	HVAC Controls Program & Test	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2400	Test & Inspect Electrical	5d	27-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2410	Chlorinate & Disinfect Water	2d	27-Apr-26	28-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2420	HVAC Test & Balance	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2430	Test & Inspect Plumbing	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2440	Generate Punchlist	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2450	Fire Alarm Testing & Sign Off	5d	05-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2460	Punchlist Corrections	5d	05-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2470	Health Dept Inspections	2d	05-May-26	06-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2480	Final Inspection	1d	11-May-26	11-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Baseball Plaza East)		192d	12-Aug-25	14-May-26	
Grade Bldg. Pad		6d	12-Aug-25	18-Aug-25	
BBF-2000	Grade Bldg. Pad	5d	12-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2010	Pad Certification	1d	18-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		69d	19-Aug-25	25-Nov-25	
BBF-2020	Layout / Excavate Foundations	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2030	Install Rebar @ Foundations	7d	22-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2040	Pour Foundations	1d	30-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2050	Strip Foundations	1d	02-Sep-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2060	Construct CMU Starter Course	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2070	Install Under-Slab Plumbing	3d	09-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2080	Install Under-Slab Electrical	3d	12-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2090	Fine Grade / Base / Vapor Barrier	2d	16-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2100	Install SOG Rebar	2d	18-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2110	Pour SOG	1d	20-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2120	Cure SOG	3d	21-Sep-25	23-Sep-25	7x8, no holidays - 7x8, no holidays
BBF-2130	Build CMU Structure (Embeds / H/M Frames)	15d	30-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2140	Install Roof Framing & Sheet Roof	7d	18-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		62d	26-Nov-25	10-Feb-26	
BBF-2150	MEP Penetrations	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2160	Install Roof Curbs	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2170	Install Roof Drains	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	04-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2190	Install Mechanical Equipment & Make MEP Connections	10d	13-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2200	Install Standing Seam Roofing	10d	26-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2210	Install Roof / Parapet Flashings	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

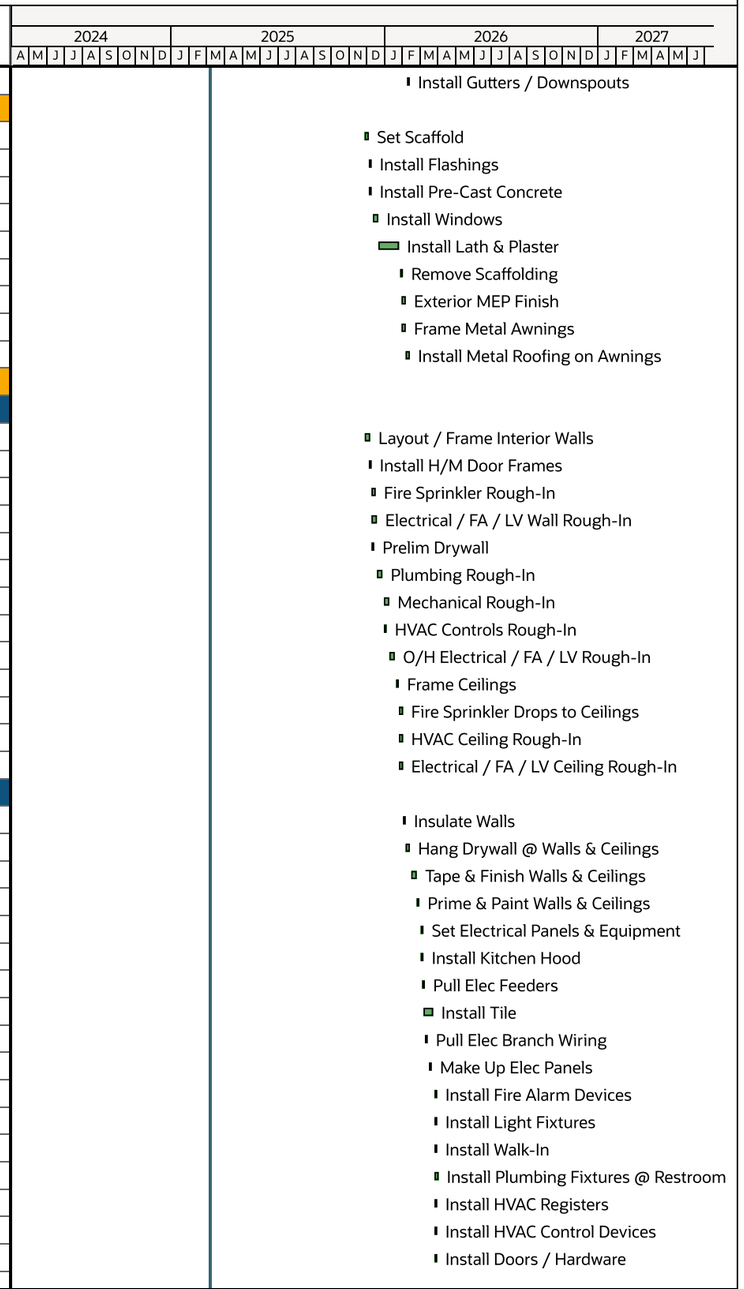


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-2220	Install Gutters / Downspouts	4d	06-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	26-Nov-25	09-Feb-26	
BBF-2230	Set Scaffold	3d	26-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2240	Install Flashings	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2250	Install Pre-Cast Concrete	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2260	Install Windows	10d	08-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2270	Install Lath & Plaster	30d	19-Dec-25	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2280	Remove Scaffolding	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2290	Exterior MEP Finish	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2300	Frame Metal Awnings	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2310	Install Metal Roofing on Awnings	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	26-Nov-25	01-May-26	
Framing / MEP Rough-In		52d	26-Nov-25	29-Jan-26	
BBF-2320	Layout / Frame Interior Walls	7d	26-Nov-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2330	Install H/M Door Frames	3d	03-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2340	Fire Sprinkler Rough-In	7d	06-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2350	Electrical / FA / LV Wall Rough-In	10d	06-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2360	Prelim Drywall	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2370	Plumbing Rough-In	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2380	Mechanical Rough-In	8d	27-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2390	HVAC Controls Rough-In	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2400	O/H Electrical / FA / LV Rough-In	10d	07-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2410	Frame Ceilings	5d	19-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2420	Fire Sprinkler Drops to Ceilings	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2430	HVAC Ceiling Rough-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2440	Electrical / FA / LV Ceiling Rough-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	30-Jan-26	01-May-26	
BBF-2450	Insulate Walls	3d	30-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2460	Hang Drywall @ Walls & Ceilings	8d	03-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2470	Tape & Finish Walls & Ceilings	8d	12-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2480	Prime & Paint Walls & Ceilings	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2490	Set Electrical Panels & Equipment	2d	27-Feb-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2500	Install Kitchen Hood	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2510	Pull Elec Feeders	5d	02-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2520	Install Tile	15d	05-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2530	Pull Elec Branch Wiring	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2540	Make Up Elec Panels	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2550	Install Fire Alarm Devices	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2560	Install Light Fixtures	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2570	Install Walk-In	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2580	Install Plumbing Fixtures @ Restroom	8d	23-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2590	Install HVAC Registers	3d	23-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2600	Install HVAC Control Devices	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2610	Install Doors / Hardware	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

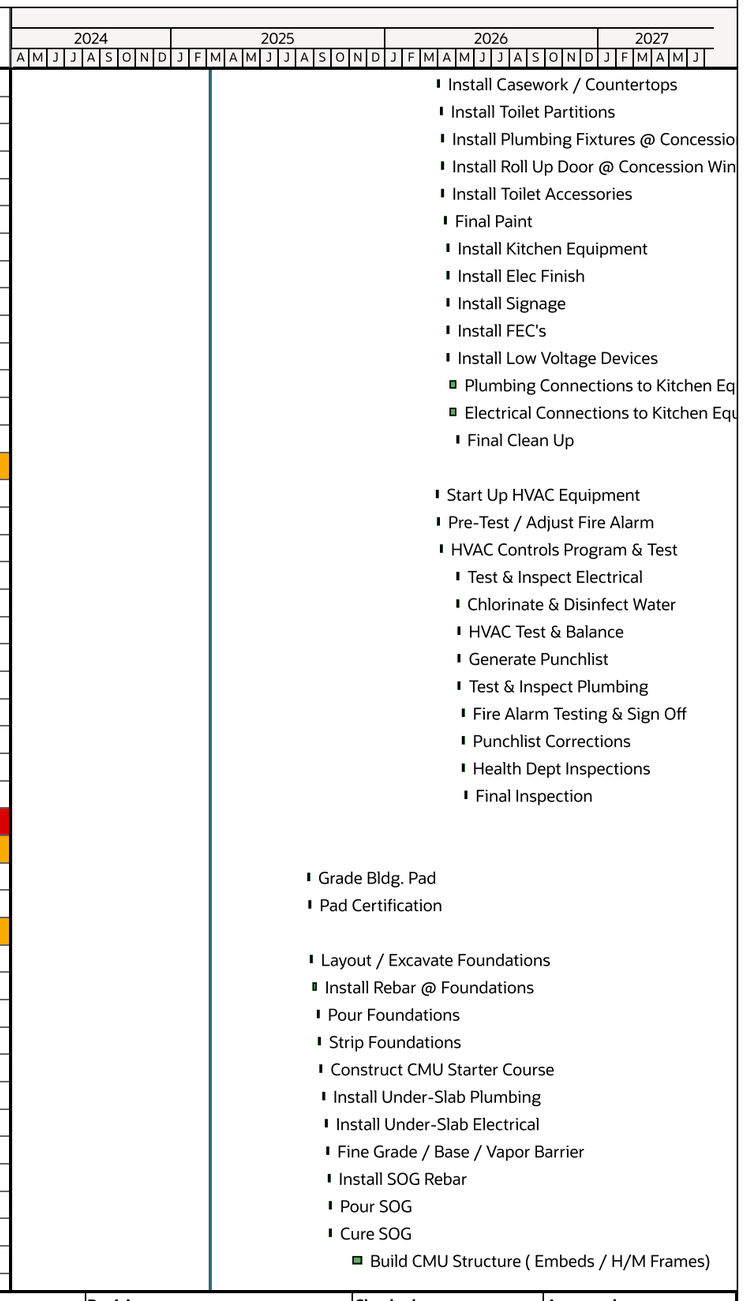


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-2620	Install Casework / Countertops	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2630	Install Toilet Partitions	3d	01-Apr-26	03-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2640	Install Plumbing Fixtures @ Concession	5d	03-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2650	Install Roll Up Door @ Concession Window	3d	03-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2660	Install Toilet Accessories	3d	04-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2670	Final Paint	3d	09-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2680	Install Kitchen Equipment	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2690	Install Elec Finish	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2700	Install Signage	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2710	Install FEC's	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2720	Install Low Voltage Devices	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2730	Plumbing Connections to Kitchen Equip	10d	18-Apr-26	29-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2740	Electrical Connections to Kitchen Equip	10d	18-Apr-26	29-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2750	Final Clean Up	2d	30-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	26-Mar-26	14-May-26	
BBF-2760	Start Up HVAC Equipment	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2770	Pre-Test / Adjust Fire Alarm	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2780	HVAC Controls Program & Test	5d	01-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2790	Test & Inspect Electrical	5d	30-Apr-26	05-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2800	Chlorinate & Disinfect Water	2d	30-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2810	HVAC Test & Balance	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2820	Generate Punchlist	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2830	Test & Inspect Plumbing	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2840	Fire Alarm Testing & Sign Off	5d	08-May-26	13-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2850	Punchlist Corrections	5d	08-May-26	13-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2860	Health Dept Inspections	2d	08-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2870	Final Inspection	1d	14-May-26	14-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Food Service Building		175d	18-Aug-25	27-Apr-26	
Grade Bldg. Pad		5d	18-Aug-25	22-Aug-25	
FS-1000	Grade Bldg. Pad	4d	18-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1010	Pad Certification	1d	22-Aug-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		66d	23-Aug-25	29-Nov-25	
FS-1020	Layout / Excavate Foundations	3d	23-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1030	Install Rebar @ Foundations	7d	27-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1040	Pour Foundations	1d	05-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1050	Strip Foundations	1d	06-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1060	Construct CMU Starter Course	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1070	Install Under-Slab Plumbing	3d	13-Sep-25	16-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1080	Install Under-Slab Electrical	3d	17-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1090	Fine Grade / Base / Vapor Barrier	2d	20-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1100	Install SOG Rebar	2d	23-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1110	Pour SOG	1d	25-Sep-25	25-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1120	Cure SOG	3d	26-Sep-25	28-Sep-25	7x8, no holidays - 7x8, no holidays
FS-1130	Build CMU Structure (Embeds / H/M Frames)	12d	05-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

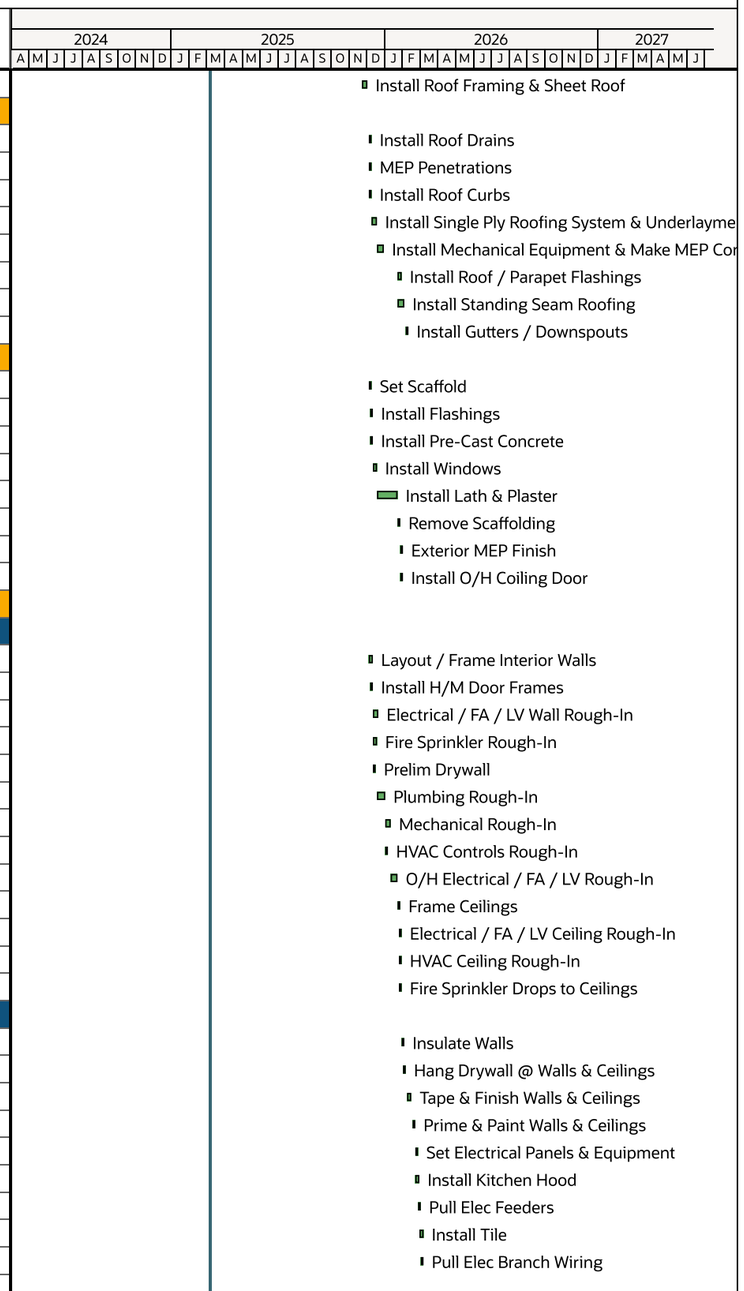


Current
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FS-1140	Install Roof Framing & Sheet Roof	7d	20-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		56d	01-Dec-25	05-Feb-26	
FS-1150	Install Roof Drains	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1160	MEP Penetrations	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1170	Install Roof Curbs	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	06-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1190	Install Mechanical Equipment & Make MEP Connections	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1200	Install Roof / Parapet Flashings	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1210	Install Standing Seam Roofing	10d	22-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1220	Install Gutters / Downspouts	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		51d	01-Dec-25	30-Jan-26	
FS-1230	Set Scaffold	3d	01-Dec-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1240	Install Flashings	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1250	Install Pre-Cast Concrete	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1260	Install Windows	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1270	Install Lath & Plaster	30d	16-Dec-25	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1280	Remove Scaffolding	3d	22-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1290	Exterior MEP Finish	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1300	Install O/H Coiling Door	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		114d	01-Dec-25	14-Apr-26	
Framing / MEP Rough-In		47d	01-Dec-25	26-Jan-26	
FS-1310	Layout / Frame Interior Walls	7d	01-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1320	Install H/M Door Frames	3d	05-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1330	Electrical / FA / LV Wall Rough-In	10d	09-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1340	Fire Sprinkler Rough-In	7d	09-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1350	Prelim Drywall	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1360	Plumbing Rough-In	10d	17-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1370	Mechanical Rough-In	8d	30-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1380	HVAC Controls Rough-In	5d	30-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1390	O/H Electrical / FA / LV Rough-In	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1400	Frame Ceilings	2d	21-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1410	Electrical / FA / LV Ceiling Rough-In	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1420	HVAC Ceiling Rough-In	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1430	Fire Sprinkler Drops to Ceilings	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		67d	27-Jan-26	14-Apr-26	
FS-1440	Insulate Walls	3d	27-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1450	Hang Drywall @ Walls & Ceilings	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1460	Tape & Finish Walls & Ceilings	8d	05-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1470	Prime & Paint Walls & Ceilings	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1480	Set Electrical Panels & Equipment	2d	20-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1490	Install Kitchen Hood	5d	20-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1500	Pull Elec Feeders	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1510	Install Tile	7d	26-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1520	Pull Elec Branch Wiring	4d	28-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

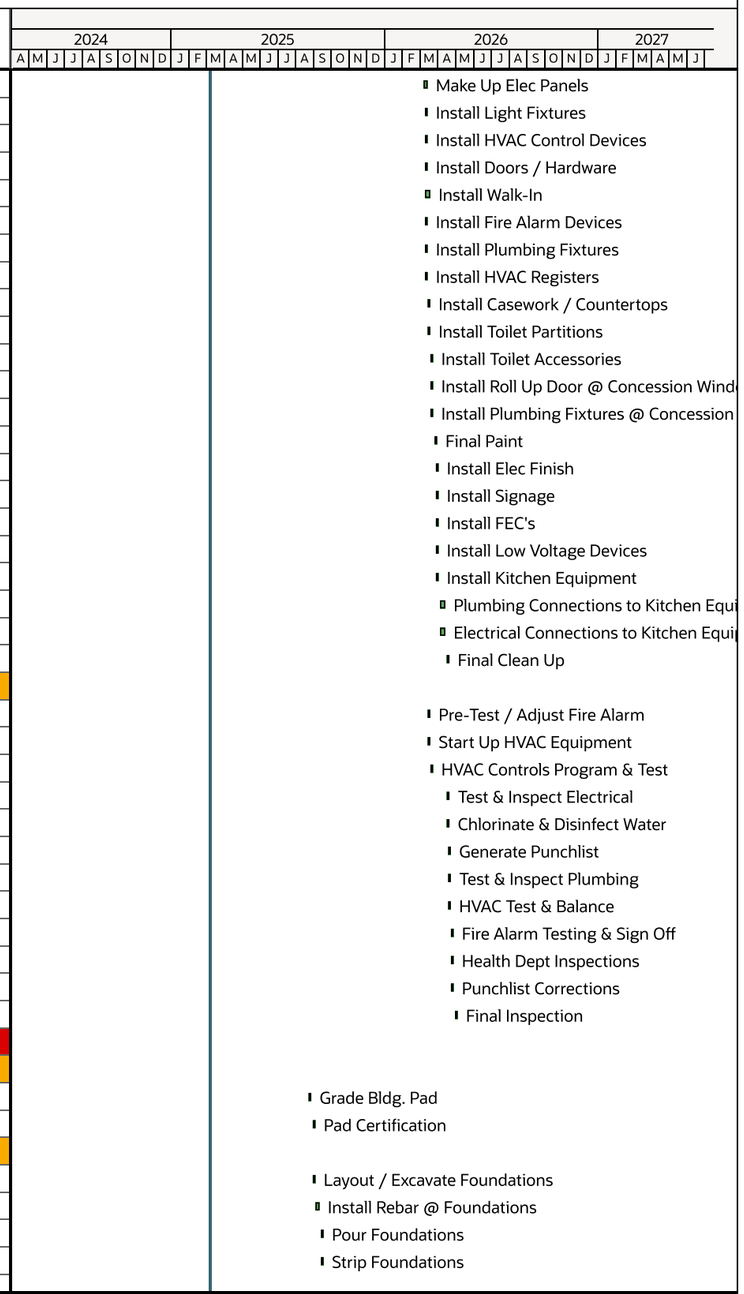


Current
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FS-1530	Make Up Elec Panels	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1540	Install Light Fixtures	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1550	Install HVAC Control Devices	2d	06-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1560	Install Doors / Hardware	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1570	Install Walk-In	10d	06-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1590	Install Fire Alarm Devices	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1580	Install Plumbing Fixtures	5d	06-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1600	Install HVAC Registers	3d	06-Mar-26	09-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1610	Install Casework / Countertops	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1620	Install Toilet Partitions	3d	12-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1630	Install Toilet Accessories	3d	16-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1640	Install Roll Up Door @ Concession Window	3d	17-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1650	Install Plumbing Fixtures @ Concession	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1660	Final Paint	3d	23-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1670	Install Elec Finish	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1680	Install Signage	2d	26-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1690	Install FEC's	2d	26-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1700	Install Low Voltage Devices	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1710	Install Kitchen Equipment	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1720	Plumbing Connections to Kitchen Equip	10d	01-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1730	Electrical Connections to Kitchen Equip	10d	01-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1740	Final Clean Up	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		41d	11-Mar-26	27-Apr-26	
FS-1750	Pre-Test / Adjust Fire Alarm	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1760	Start Up HVAC Equipment	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1770	HVAC Controls Program & Test	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1780	Test & Inspect Electrical	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1790	Chlorinate & Disinfect Water	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1800	Generate Punchlist	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1810	Test & Inspect Plumbing	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1820	HVAC Test & Balance	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1830	Fire Alarm Testing & Sign Off	5d	21-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1840	Health Dept Inspections	2d	21-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1850	Punchlist Corrections	5d	21-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1860	Final Inspection	1d	27-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Large Maint. Building		176d	22-Aug-25	04-May-26	
Grade Bldg. Pad		5d	22-Aug-25	27-Aug-25	
LM-1000	Grade Bldg. Pad	4d	22-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1010	Pad Certification	1d	27-Aug-25	27-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		68d	28-Aug-25	05-Dec-25	
LM-1020	Layout / Excavate Foundations	3d	28-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1030	Install Rebar @ Foundations	7d	02-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1040	Pour Foundations	1d	10-Sep-25	10-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1050	Strip Foundations	1d	11-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
LM-1060	Construct CMU Starter Course	5d	12-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1070	Install Under-Slab Plumbing	3d	18-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1080	Install Under-Slab Electrical	3d	22-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1090	Fine Grade / Base / Vapor Barrier	2d	25-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1100	Install SOG Rebar	2d	27-Sep-25	29-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1110	Pour SOG	1d	30-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1120	Cure SOG	3d	01-Oct-25	03-Oct-25	7x8, no holidays - 7x8, no holidays
LM-1130	Build CMU Structure (Embeds / H/M Frames)	12d	12-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1140	Install Roof Framing & Sheet Roof	7d	26-Nov-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	06-Dec-25	19-Feb-26	
LM-1150	MEP Penetrations	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1160	Install Roof Drains	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1170	Install Roof / Parapet Flashings	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1180	Install Standing Seam Roofing	10d	03-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1190	Install Mechanical Equipment & Make MEP Connections	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1200	Install Gutters / Downspouts	3d	14-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		50d	06-Dec-25	17-Feb-26	
LM-1210	Set Scaffold	3d	06-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1220	Install Pre-Cast Concrete	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1230	Install Flashings	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1240	Install Windows	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1250	Install Lath & Plaster	30d	29-Dec-25	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1260	Remove Scaffolding	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1270	Install O/H Coiling Door	5d	06-Feb-26	12-Feb-26	5x8, with holidays - 5x8, with holidays
LM-1280	Exterior MEP Finish	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1290	Frame Metal Awnings	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1300	Install Metal Roofing on Awnings	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		115d	06-Dec-25	21-Apr-26	
Framing / MEP Rough-In		48d	06-Dec-25	02-Feb-26	
LM-1310	Layout / Frame Interior Walls	7d	06-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1320	Install H/M Door Frames	3d	11-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1330	Prelim Drywall	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1340	Electrical / FA / LV Wall Rough-In	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1350	Fire Sprinkler Rough-In	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1360	Plumbing Rough-In	8d	20-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1370	Mechanical Rough-In	8d	31-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1380	HVAC Controls Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1390	O/H Electrical / FA / LV Rough-In	10d	10-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1400	Frame Ceilings	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1410	HVAC Ceiling Rough-In	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1420	Fire Sprinkler Drops to Ceilings	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1430	Electrical / FA / LV Ceiling Rough-In	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		57d	14-Feb-26	21-Apr-26	
LM-1440	Insulate Walls	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

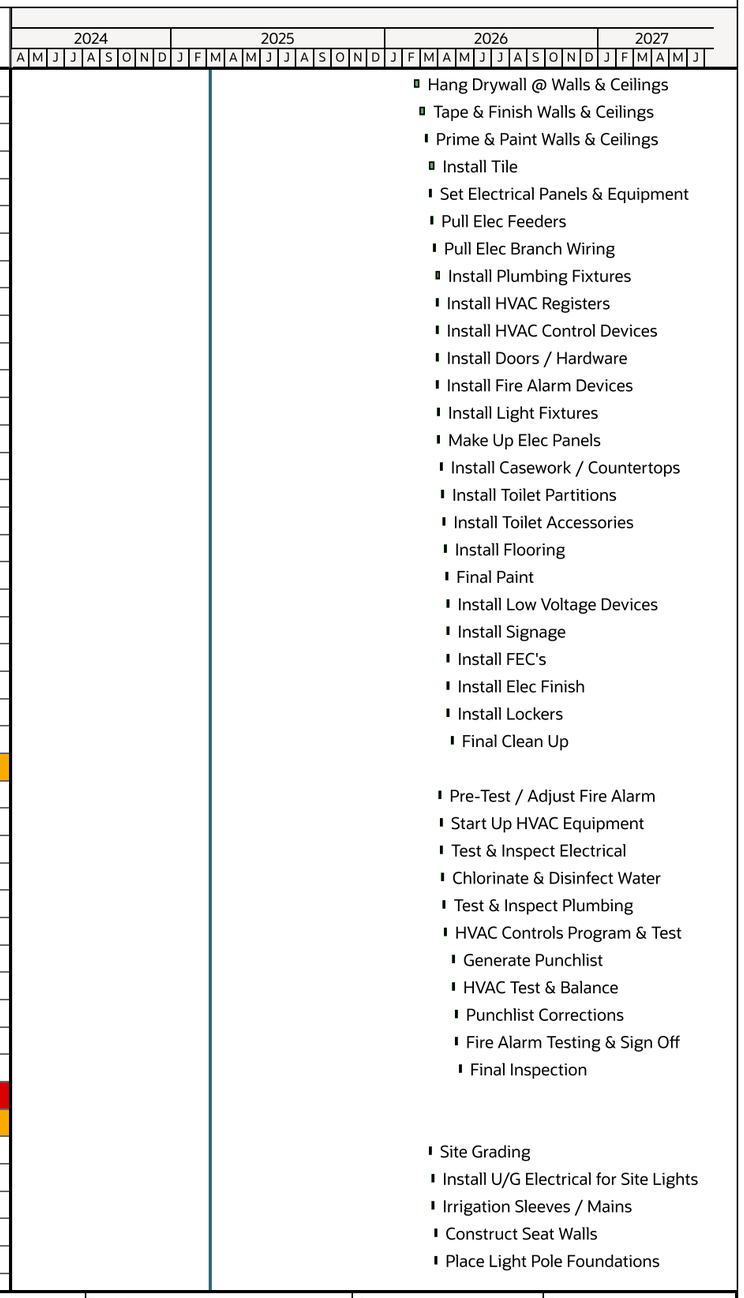


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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
LM-1450	Hang Drywall @ Walls & Ceilings	8d	17-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1460	Tape & Finish Walls & Ceilings	8d	26-Feb-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1470	Prime & Paint Walls & Ceilings	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1480	Install Tile	10d	13-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1490	Set Electrical Panels & Equipment	2d	13-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1500	Pull Elec Feeders	5d	16-Mar-26	20-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1510	Pull Elec Branch Wiring	5d	21-Mar-26	26-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1520	Install Plumbing Fixtures	8d	25-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1530	Install HVAC Registers	3d	25-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1540	Install HVAC Control Devices	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1550	Install Doors / Hardware	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1560	Install Fire Alarm Devices	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1570	Install Light Fixtures	5d	27-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1580	Make Up Elec Panels	5d	27-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1590	Install Casework / Countertops	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1600	Install Toilet Partitions	2d	03-Apr-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1610	Install Toilet Accessories	2d	06-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1620	Install Flooring	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1630	Final Paint	3d	10-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1640	Install Low Voltage Devices	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1650	Install Signage	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1660	Install FEC's	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1670	Install Elec Finish	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1680	Install Lockers	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1690	Final Clean Up	2d	20-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		30d	31-Mar-26	04-May-26	
LM-1700	Pre-Test / Adjust Fire Alarm	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1710	Start Up HVAC Equipment	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1720	Test & Inspect Electrical	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1730	Chlorinate & Disinfect Water	2d	03-Apr-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1740	Test & Inspect Plumbing	5d	06-Apr-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1750	HVAC Controls Program & Test	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1760	Generate Punchlist	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1770	HVAC Test & Balance	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1780	Punchlist Corrections	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1790	Fire Alarm Testing & Sign Off	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1800	Final Inspection	1d	04-May-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Areas		99d	14-Mar-26	08-Jul-26	
Plaza Between Baseball Fields 1,2,3,4		75d	14-Mar-26	09-Jun-26	
PLZB-1000	Site Grading	3d	14-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1010	Install U/G Electrical for Site Lights	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1020	Irrigation Sleeves / Mains	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1030	Construct Seat Walls	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1040	Place Light Pole Foundations	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

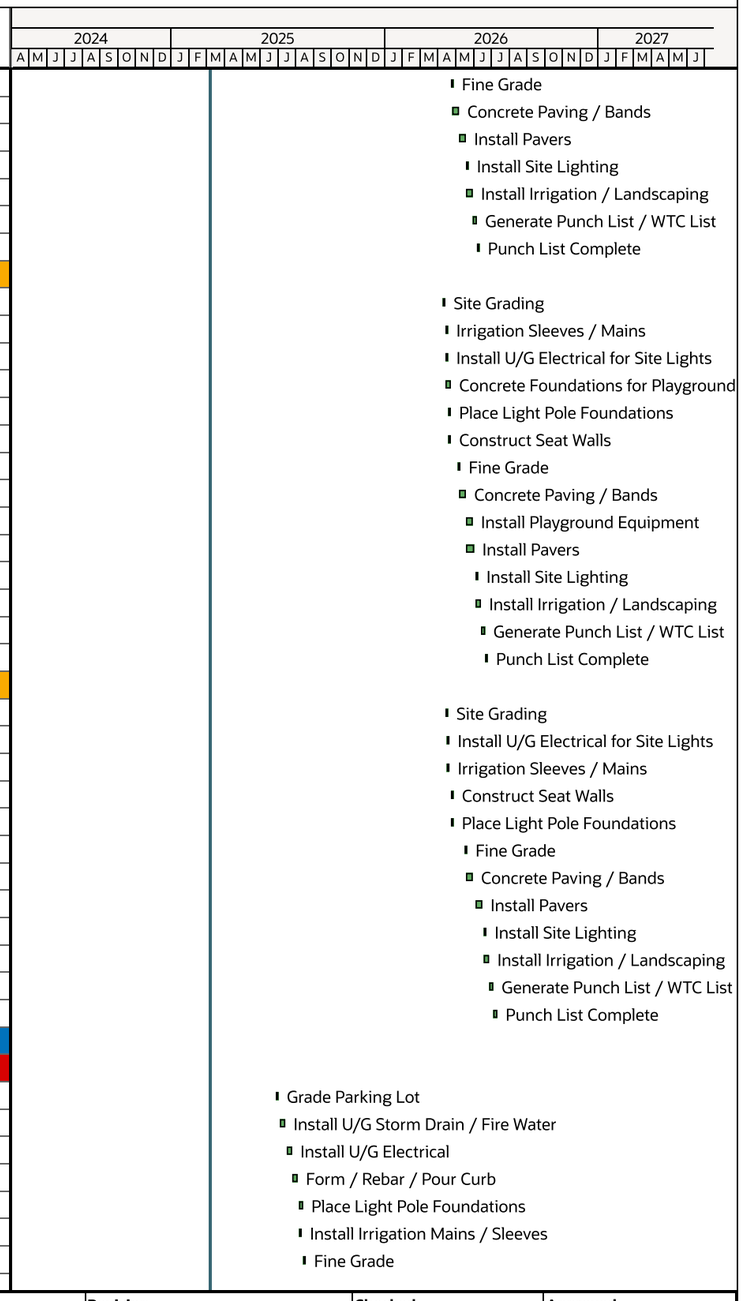


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLZB-1050	Fine Grade	3d	20-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1060	Concrete Paving / Bands	10d	23-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1070	Install Pavers	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1080	Install Site Lighting	5d	16-May-26	21-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1090	Install Irrigation / Landscaping	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1100	Generate Punch List / WTC List	5d	29-May-26	03-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1110	Punch List Complete	5d	04-Jun-26	09-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Baseball Fields 1,4,5,6		67d	07-Apr-26	23-Jun-26	
PLZB-1120	Site Grading	3d	07-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1130	Irrigation Sleeves / Mains	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1140	Install U/G Electrical for Site Lights	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1185	Concrete Foundations for Playground Equipment	10d	10-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1150	Place Light Pole Foundations	5d	16-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1160	Construct Seat Walls	5d	16-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1170	Fine Grade	3d	01-May-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1180	Concrete Paving / Bands	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1190	Install Playground Equipment	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1200	Install Pavers	12d	16-May-26	30-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1210	Install Site Lighting	5d	01-Jun-26	05-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1220	Install Irrigation / Landscaping	10d	01-Jun-26	11-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1230	Generate Punch List / WTC List	5d	12-Jun-26	17-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1240	Punch List Complete	5d	18-Jun-26	23-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 5,6,7,8		76d	10-Apr-26	08-Jul-26	
PLZB-1250	Site Grading	3d	10-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1260	Install U/G Electrical for Site Lights	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1270	Irrigation Sleeves / Mains	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1280	Construct Seat Walls	5d	20-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1290	Place Light Pole Foundations	5d	20-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1300	Fine Grade	3d	13-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1310	Concrete Paving / Bands	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1320	Install Pavers	12d	01-Jun-26	13-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1330	Install Site Lighting	5d	15-Jun-26	19-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1340	Install Irrigation / Landscaping	10d	15-Jun-26	25-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1350	Generate Punch List / WTC List	5d	26-Jun-26	01-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1360	Punch List Complete	5d	02-Jul-26	08-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lots		246d	25-Jun-25	12-Jun-26	
Parking Lot A		56d	25-Jun-25	13-Sep-25	
PLA-1000	Grade Parking Lot	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1010	Install U/G Storm Drain / Fire Water	10d	01-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1020	Install U/G Electrical	8d	14-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1030	Form / Rebar / Pour Curb	10d	23-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1040	Place Light Pole Foundations	7d	04-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1050	Install Irrigation Mains / Sleeves	5d	04-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1060	Fine Grade	4d	12-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days

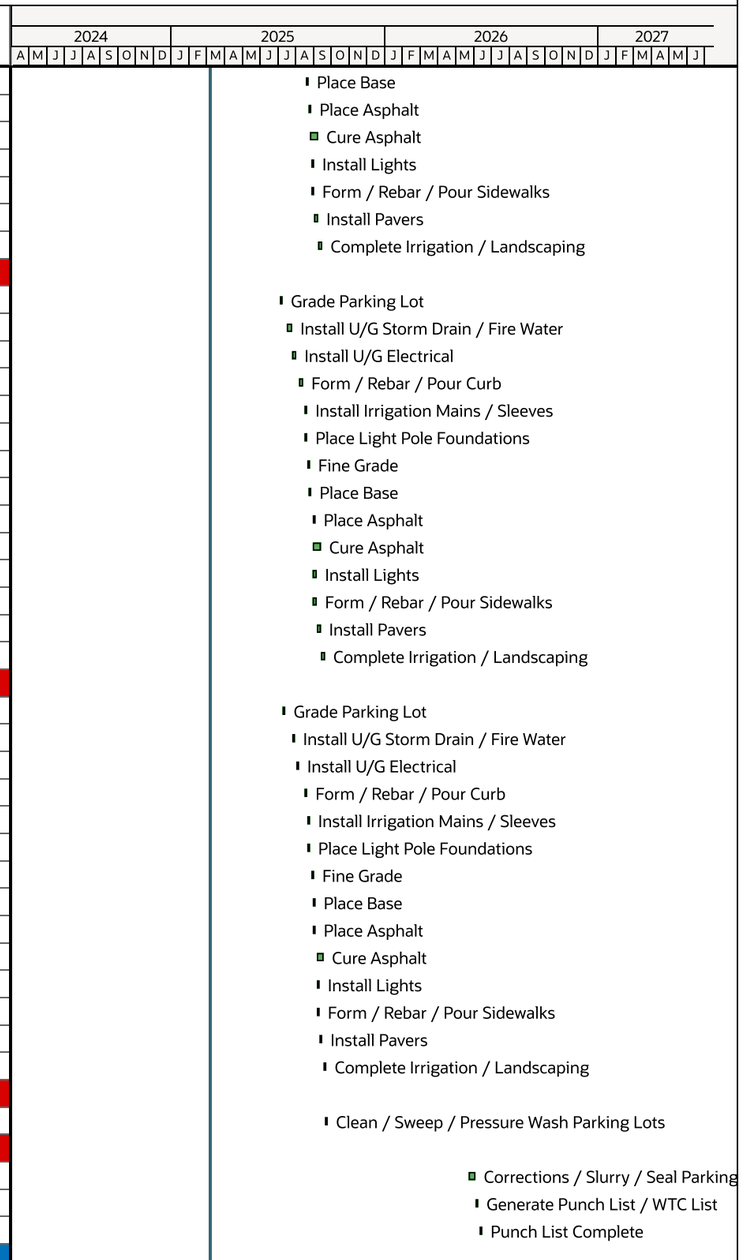


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLA-1070	Place Base	5d	16-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1080	Place Asphalt	2d	22-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1090	Cure Asphalt	14d	24-Aug-25	06-Sep-25	7x8, no holidays - 7x8, no holidays
PLA-1100	Install Lights	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1110	Form / Rebar / Pour Sidewalks	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1120	Install Pavers	5d	30-Aug-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1130	Complete Irrigation / Landscaping	7d	06-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lot B		56d	01-Jul-25	18-Sep-25	
PLB-1000	Grade Parking Lot	4d	01-Jul-25	05-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1010	Install U/G Storm Drain / Fire Water	8d	14-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1020	Install U/G Electrical	6d	23-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1030	Form / Rebar / Pour Curb	8d	04-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1040	Install Irrigation Mains / Sleeves	4d	13-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1050	Place Light Pole Foundations	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1060	Fine Grade	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1070	Place Base	4d	22-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1080	Place Asphalt	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1090	Cure Asphalt	14d	29-Aug-25	11-Sep-25	7x8, no holidays - 7x8, no holidays
PLB-1100	Install Lights	4d	29-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1110	Form / Rebar / Pour Sidewalks	5d	29-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1120	Install Pavers	5d	05-Sep-25	10-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1130	Complete Irrigation / Landscaping	7d	11-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lot C		54d	07-Jul-25	19-Sep-25	
PLC-1000	Grade Parking Lot	3d	07-Jul-25	09-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1010	Install U/G Storm Drain / Fire Water	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1020	Install U/G Electrical	4d	30-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1030	Form / Rebar / Pour Curb	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1040	Install Irrigation Mains / Sleeves	5d	19-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1050	Place Light Pole Foundations	4d	19-Aug-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1060	Fine Grade	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1070	Place Base	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1080	Place Asphalt	3d	29-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1090	Cure Asphalt	14d	03-Sep-25	16-Sep-25	7x8, no holidays - 7x8, no holidays
PLC-1100	Install Lights	3d	03-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1110	Form / Rebar / Pour Sidewalks	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1120	Install Pavers	5d	09-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1130	Complete Irrigation / Landscaping	5d	15-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Clean Up Parking Lots		5d	17-Sep-25	22-Sep-25	
A11350	Clean / Sweep / Pressure Wash Parking Lots	5d	17-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Corrections / Slurry / Seal Parking Lots		21d	20-May-26	12-Jun-26	
PLC-1140	Corrections / Slurry / Seal Parking Lots	10d	20-May-26	01-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1370	Generate Punch List / WTC List	5d	02-Jun-26	06-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1380	Punch List Complete	5d	08-Jun-26	12-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Steel Fencing		52d	28-Mar-26	27-May-26	

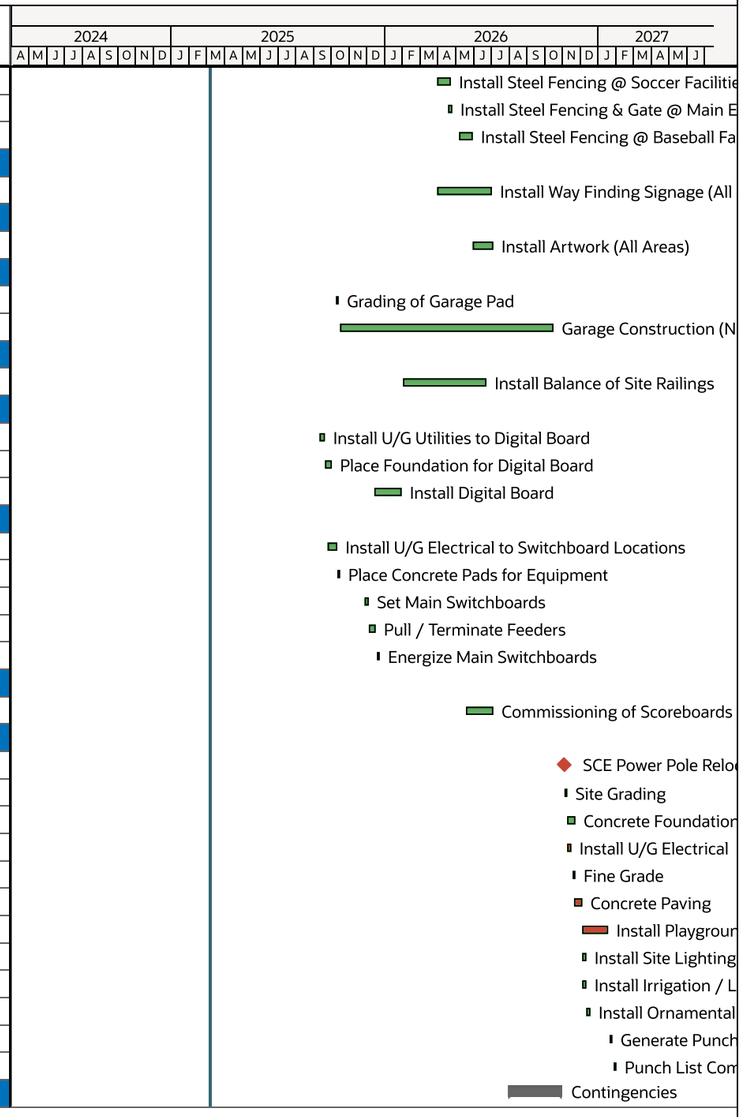


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FENC-1000	Install Steel Fencing @ Soccer Facilities	20d	28-Mar-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FENC-1010	Install Steel Fencing & Gate @ Main Entry	8d	15-Apr-26	23-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FENC-1020	Install Steel Fencing @ Baseball Facilities	20d	04-May-26	27-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Way Finding Signage (All Areas)		81d	28-Mar-26	30-Jun-26	
A11330	Install Way Finding Signage (All Areas)	80d	28-Mar-26	30-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Artwork Installation (All Areas)		30d	29-May-26	02-Jul-26	
A11340	Install Artwork (All Areas)	30d	29-May-26	02-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Garage		261d	06-Oct-25	14-Oct-26	
GAR-1000	Grading of Garage Pad	5d	06-Oct-25 C	10-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
GAR-1010	Garage Construction (NIC)	255d	13-Oct-25	14-Oct-26	5x8, with holidays - 5x8, with holidays
Site Railings		121d	31-Jan-26	20-Jun-26	
RAIL-1000	Install Balance of Site Railings	120d	31-Jan-26	20-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Digital Board		118d	08-Sep-25	28-Jan-26	
DB-1000	Install U/G Utilities to Digital Board	10d	08-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
DB-1010	Place Foundation for Digital Board	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
DB-1020	Install Digital Board	40d	11-Dec-25	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Main Switchboards		70d	22-Sep-25	15-Dec-25	
MSB-1000	Install U/G Electrical to Switchboard Locations	15d	22-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1010	Place Concrete Pads for Equipment	5d	09-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1020	Set Main Switchboards	5d	25-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1030	Pull / Terminate Feeders	10d	03-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1040	Energize Main Switchboards	1d	15-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Commissioning		41d	15-May-26	01-Jul-26	
CX-1000	Commissioning of Scoreboards / Digital Board / AV	40d	15-May-26	01-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Late Phase (After Relocation of SCE Poles)		60d	02-Nov-26	29-Jan-27	
LP-1000	SCE Power Pole Relocation	0d		02-Nov-26 C	5x8, with holidays - 5x8, with holidays
LP-1010	Site Grading	4d	02-Nov-26	05-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1025	Concrete Foundations for Playground Equipment	10d	06-Nov-26	20-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1020	Install U/G Electrical	5d	06-Nov-26	13-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1030	Fine Grade	3d	16-Nov-26	18-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1040	Concrete Paving	8d	19-Nov-26	02-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1050	Install Playground Equipment	30d	03-Dec-26	15-Jan-27	5x8, with holidays - 5x8, with holidays
LP-1060	Install Site Lighting	5d	03-Dec-26	09-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1070	Install Irrigation / Landscaping	5d	03-Dec-26	09-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1080	Install Ornamental Fencing	5d	10-Dec-26	16-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1090	Generate Punch List / WTC List	5d	18-Jan-27	22-Jan-27	5x8, with holidays - 5x8, with holidays
LP-1100	Punch List Complete	5d	25-Jan-27	29-Jan-27	5x8, with holidays - 5x8, with holidays
Contingencies		66d	27-Jul-26	27-Oct-26	



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

EXHIBIT "C"

COMPENSATION

NTE $38,918,399

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Kompan California, Inc.,** a Corporation with its principal place of business at **605 W. Howard Lane, Suite 101, Austin, TX 78753** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **custom playgrounds at the Ontario Sports Empire** services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **May 20, 2025,** to **June 30, 2026**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Eight Million Eight Hundred Eighty-One Thousand Seven Hundred Seventy Dollars ($8,881,770**) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates Dan Beers, Design & Construction Director, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates Barbara Brosch, Direct Sales Representative, or his designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* $2,000,000 MINIMUM per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 MINIMUM per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 MINIMUM per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Manufacturer of Goods. If Vendor is also the manufacturer of any equipment included in the Goods, Vendor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

6.2.4 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.5 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on

a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other

additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. Since 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 Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. 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.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Vendor caused delay and shall not be compensable by the City. Vendor 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 Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

Kompan California, Inc.
605 W. Howard Lane, Suite 101,
Austin, TX 78753

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Dan Beers, Design & Construction

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written

consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

12.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor 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 Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

12.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants

that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND KOMPAN CALIFORNIA, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

KOMPAN CALIFORNIA, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"

SCOPE OF SERVICES

PLEASE SEE ATTACHED

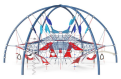
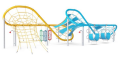
Sales Proposal

Quote No.	SP147237-2
Customer No.	C000458
Document Date	02/03/2025
Expiration Date	04/04/2025

City of Ontario
Dan Beers
303 East B Street
Ontario, CA 91764

Sales Representative	Barbara Brosch
Email	BarBro@Kompan.com

Project Name US314534 Ontario Sports Empire

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	OMNIA Partners Contract #2017001135					
	EQUIPMENT					
	Family Area					
COR867001-0402 	Giant Dome - Blue - Neptune In-ground -40cm (expansion bolts)	1	Pieces	327,000.00	19.42	263,496.60
	Baseball					
GXY970032-3717 	ROCKET ROLLER - RED IN-GROUND 90CM	1	Pieces	8,090.00	19.42	6,518.92
GXY801521-3717 	Spica 2 In-ground 90cm	1	Pieces	2,430.00	19.42	1,958.09
COR176001-0499 	Butterfly, Double - Yellow & Blue In-ground -40cm (expansion bolts)	1	Pieces	173,000.00	19.42	139,403.40
PCMP-CUSTOM 	Double Start Platform 727069	1	Pieces	20,870.00	19.42	16,817.05

Sales Proposal

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City of Ontario
Dan Beers
303 East B Street
Ontario, CA 91764

Sales Representative	Barbara Brosch
Email	BarBro@Kompan.com

Project Name US314534 Ontario Sports Empire

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
M88102-3817	Double Zipline, Flat Space In-ground 100cm	1	Pieces	35,300.00	19.42	28,444.74
COR299101-0412 	Skytwister, Sensory, SS Slide In-ground -40cm (expansion bolts)	1	Pieces	187,780.00	19.42	151,313.12
M98401-1011 	Cocowave Pendulum Swing - HDG/Lime Green In-ground 100cm	1	Pieces	15,660.00	19.42	12,618.83
PCM110121-CUSTOM 	PCM110121 VARIANT EMBANKMENT SLIDE 20341739	1	Pieces	7,580.00	19.42	6,107.96

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Sales Representative	Barbara Brosch
Email	BarBro@Kompan.com

Project Name US314534 Ontario Sports Empire

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	Soccer (Iconic Area)					
US-KNS-CUSTOM	Iconic Net with Towers (5-12) *KNS8500789*	1	Pieces	3,959,706.00	19.42	3,190,731.09
US-KNS-CUSTOM	Iconic Tower (2-5) *KNS8500789B*	1	Pieces	399,772.00	19.42	322,136.28
KSW926-CUSTOM	Custom - Swing Frame , 6 Seat, 8 ft H 20325635	2	Pieces	10,210.00	19.42	16,454.44
						
PCM160-0901	SCOOTER CAROSUSEL - RED IN-GROUND	1	Pieces	5,750.00	19.42	4,633.35
						
GXY801621-3717	Spica 3 In-ground 90cm	1	Pieces	2,930.00	19.42	2,360.99
						
ELE400024-3717BL	Spinner Bowl - Blue In-ground 90cm	2	Pieces	1,390.00	19.42	2,240.12
						
ELE400060-3717	Multispinner Carousel - Red-Green-Light Blue In-ground 90cm	1	Pieces	10,610.00	19.42	8,549.54
						

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303 East B Street
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Sales Representative	Barbara Brosch
Email	BarBro@Kompan.com

Project Name US314534 Ontario Sports Empire

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
ELE400065-3717DT 	TIPI W/ TOP BRACE - GREENLINE IN-GROUND	1	Pieces	6,690.00	19.42	5,390.80
COR203301-1101 	CONE TWISTER INCLUSIVE RED - IN-GROUND	1	Pieces	21,360.00	19.42	17,211.89
US-KOMPAN-CUSTOM	Bannister Bars *ELE5901288*	1	Pieces	4,730.00	19.42	3,811.43
ELE400158-3517E 	Junior Spica - Red In-ground 70cm	1	Pieces	1,990.00	19.42	1,603.54
KMS-MOM-CUSTOM 	KMS-MOM-CUSTOM 9700464	1	Pieces	9,010.00	19.42	7,260.26
A870181-06	EPDM PROTECTOR SHORT KOMPAN	6	Pieces	173.00	19.42	836.42
A870180-06	CHAIN COVER KOMPAN CRCD NO. 1900000030	28	Pieces	23.00	19.42	518.94
OME-2227575	PULLER COMPLETE	1	Pieces	1,070.00	19.42	862.21

Sales Proposal

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Customer No. C000458
Document Date 02/03/2025
Expiration Date 04/04/2025

City of Ontario
Dan Beers
303 East B Street
Ontario, CA 91764

Sales Representative Barbara Brosch
Email BarBro@Kompan.com

Project Name US314534 Ontario Sports Empire

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	INSTALLATION					
	Family Area					
INSTALL SPECIAL	Installation of KOMPAN equipment.	1	Pieces	108,333.00	5.00	102,916.35
	Baseball Area					
INSTALL SPECIAL	Installation of KOMPAN equipment.	1	Pieces	196,971.00	5.00	187,122.45
INSTALL SPECIAL	Installation of Baseball Area - Shade	1	Pieces	73,233.00	5.00	69,571.35
	Soccer (Iconic Area)					
INSTALL SPECIAL	Installation of KOMPAN equipment.	1	Pieces	1,233,333.00	5.00	1,171,666.35
INSTALL SPECIAL	Installation of Turf.	1	Pieces	38,448.00	10.00	34,603.20
	Shades - Not in Play					
INSTALL SPECIAL	Installation of 5 Shades	1	Pieces	58,305.00	5.00	55,389.75
	SURFACING, SITEWORK & SHADE					
	Family Area					
US-PIP-50-50-CUSTOM	Furnish & install Poured in Place Safety Surfacing	1	Pieces	117,628.00	10.00	105,865.20
	50/50 Std. Colors, Aromatic Binder -2,200 SF-					
US-CONCRETEWORK	Concrete (4" thick, 2,500 PSI)	1	Pieces	44,264.00	10.00	39,837.60
	Baseball Area					
US-PIP-50-50-CUSTOM	Furnish & install Poured in Place Safety Surfacing	1	Pieces	305,853.00	10.00	275,267.70
	50/50 Std. Colors, Aromatic Binder -6,850 SF-					
US-CONCRETEWORK	Concrete (4" thick, 2,500 PSI)	1	Pieces	137,822.00	10.00	124,039.80
	Soccer (Iconic Area)					
US-PIP-50-50-CUSTOM	Furnish & install Poured in Place Safety Surfacing	1	Pieces	874,899.00	10.00	787,409.10
	50/50 Std. Colors, Aromatic Binder -18,395 SF-					
US-CONCRETEWORK	Concrete (4" thick, 2,500 PSI)	1	Pieces	370,108.00	10.00	333,097.20
US-CUSTOM-SUBBASE	Turf Shock-Crete 1 Mound	1	Pieces	14,084.00	10.00	12,675.60
	#1, 700 SF					

Sales Proposal

Quote No.	SP147237-2
Customer No.	C000458
Document Date	02/03/2025
Expiration Date	04/04/2025

City of Ontario
Dan Beers
303 East B Street
Ontario, CA 91764

Sales Representative	Barbara Brosch
Email	BarBro@Kompan.com

Project Name US314534 Ontario Sports Empire

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
US-CUSTOM-SUBBASE	Turf Shock-Crete 2 Mound #2, 1,775 SF	1	Pieces	35,713.00	10.00	32,141.70
US-CUSTOM-SUBBASE	Turf Shock-Crete 3 Mound #3, 1,700 SF	1	Pieces	34,204.00	10.00	30,783.60
US-TURF	Turf Surfacing Material	18,395	Sq. Feet	9.60	10.00	158,932.80

Sales Proposal

Quote No.	SP147237-2
Customer No.	C000458
Document Date	02/03/2025
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City of Ontario
Dan Beers
303 East B Street
Ontario, CA 91764

Sales Representative	Barbara Brosch
Email	BarBro@Kompan.com

Project Name US314534 Ontario Sports Empire

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	FREIGHT					
FREIGHT	Freight	1	Pieces	175,000.00		175,000.00
	ESDs					
US-ENGSTAMP-DRW-1	Engineered Stamped Drawings	1	Pieces	52,000.00		52,000.00
	Additional Services					
EXTRAS	Admin, Engineer, Expeditor, Permitting Fees	1	Pieces	216,667.00		216,667.00
	CPSI					
US-INSPECTION	CPSI Inspection	1	Pieces	15,000.00		15,000.00
	P&P					
EXTRAS	Payment & Performance Bonds	1	Pieces	194,890.00		194,890.00

NOTES

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow TBD weeks for product delivery upon order placement.

Sales Proposal

Quote No.	SP147237-2
Customer No.	C000458
Document Date	02/03/2025
Expiration Date	04/04/2025

City of Ontario
Dan Beers
303 East B Street
Ontario, CA 91764

Sales Representative	Barbara Brosch
Email	BarBro@Kompan.com

Project Name US314534 Ontario Sports Empire

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	Pricing valid with an approved Kompan Site Plan					

Description	Qty	Retail Price	Discount	Net Price
No. of Products	58			
Subtotal - Products		5,226,210.00	1,014,929.99	4,211,280.01
Subtotal - Sitework		552,194.00	55,219.40	496,974.60
Subtotal - Surfacing		1,558,973.00	155,897.30	1,403,075.70
Subtotal - Installation		1,760,623.00	87,353.55	1,673,269.45
Subtotal - Freight		175,000.00		175,000.00
Total USD Excl. Tax				**8,386,156.76**
Estimated Tax rate				495,612.29
Total USD Incl. Tax				**8,881,769.05**

Alternative Items

No.	Description	Qty	Unit	Unit Price	Net Price
EXTRAS	Recommended Contingency	1	Pieces	396,578.00	396,578.00

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Sales Proposal

Quote No.	SP147237-2
Customer No.	C000458
Document Date	02/03/2025
Expiration Date	04/04/2025

City of Ontario
Dan Beers
303 East B Street
Ontario, CA 91764

Sales Representative	Barbara Brosch
Email	BarBro@Kompan.com

Project Name US314534 Ontario Sports Empire

Installation Site Address

Ontario Sports Park
800 N Archibald Ave
Ontario, CA 91764

Sales Proposal

Quote No.	SP147237-2
Customer No.	C000458
Document Date	02/03/2025
Expiration Date	04/04/2025

City of Ontario
Dan Beers
303 East B Street
Ontario, CA 91764

Sales Representative	Barbara Brosch
Email	BarBro@Kompan.com

Project Name US314534 Ontario Sports Empire

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.
Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.
Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____
Address: _____
City, State, Zip: _____
Contact: _____
Contact Email: _____
Contact Phone (Office): _____

Ship To: _____
Address: _____
City, State, Zip: _____
Contact: _____
Contact Email: _____
Contact Phone (Office): _____
Contact Phone (Cell): _____

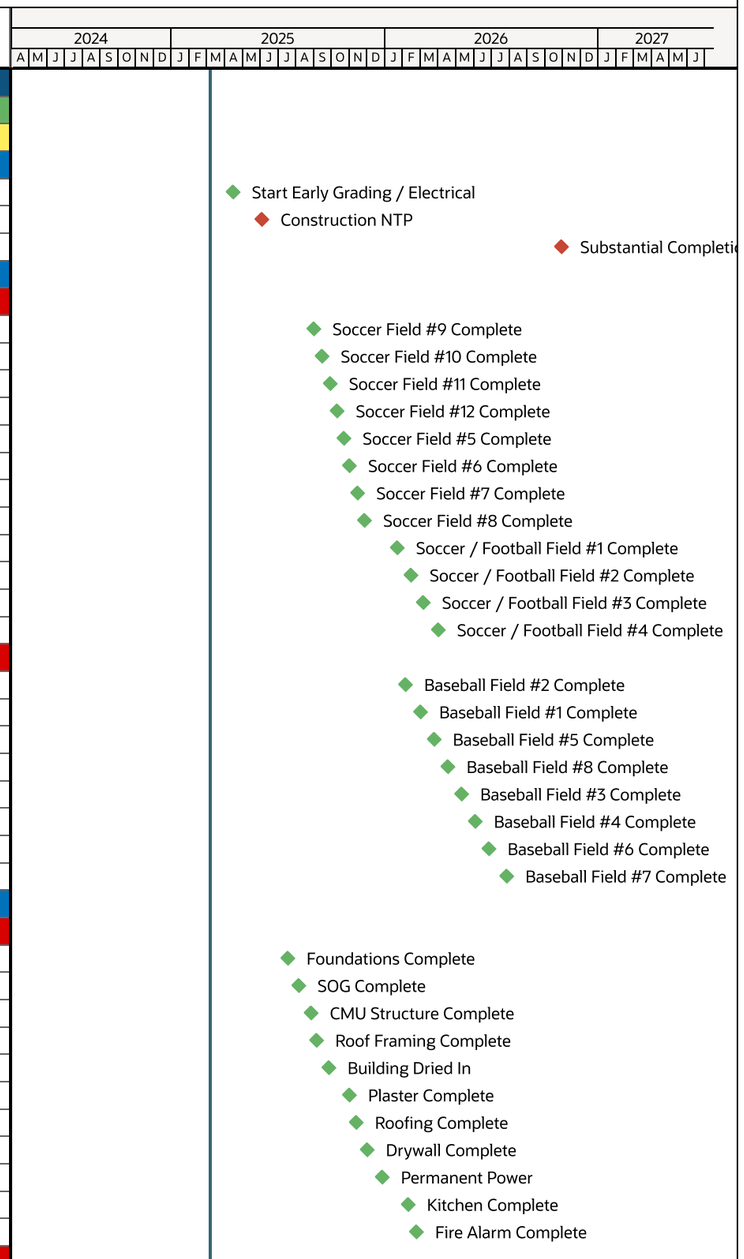
SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

EXHIBIT "B"

SCHEDULE OF SERVICES

PLEASE SEE ATTACHED

ID	Name	Dur	Start	Finish	Calendar
Ontario Stadium & Sports Complex - Construction Schedule - Feb 2025 UD		486d	17-Feb-25 A	29-Jan-27	
Sports Complex		486d	17-Feb-25 A	29-Jan-27	
Milestones		393d	14-Apr-25	27-Oct-26	
General Milestones		393d	14-Apr-25	27-Oct-26	
A11360	Start Early Grading / Electrical	0d	14-Apr-25 C		5x8, with holidays - 5x8, with holidays
SC-MS-100	Construction NTP	0d	02-Jun-25 C		5x8, with holidays - 5x8, with holidays
SC-MS-110	Substantial Completion of Sports Complex	0d		27-Oct-26 C	5x8, with holidays - 5x8, with holidays
Field Milestones		329d	30-Aug-25	25-Jul-26	
Soccer / Football Fields		212d	30-Aug-25	30-Mar-26	
A9760	Soccer Field #9 Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A11110	Soccer Field #10 Complete	0d		12-Sep-25	7x8, no holidays - 7x8, no holidays
A11120	Soccer Field #11 Complete	0d		26-Sep-25	7x8, no holidays - 7x8, no holidays
A11130	Soccer Field #12 Complete	0d		08-Oct-25	7x8, no holidays - 7x8, no holidays
A11140	Soccer Field #5 Complete	0d		20-Oct-25	7x8, no holidays - 7x8, no holidays
A11150	Soccer Field #6 Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A11170	Soccer Field #7 Complete	0d		13-Nov-25	7x8, no holidays - 7x8, no holidays
A11160	Soccer Field #8 Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A11180	Soccer / Football Field #1 Complete	0d		20-Jan-26	7x8, no holidays - 7x8, no holidays
A11190	Soccer / Football Field #2 Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11200	Soccer / Football Field #3 Complete	0d		05-Mar-26	7x8, no holidays - 7x8, no holidays
A11210	Soccer / Football Field #4 Complete	0d		30-Mar-26	7x8, no holidays - 7x8, no holidays
Baseball Fields		171d	04-Feb-26	25-Jul-26	
A11220	Baseball Field #2 Complete	0d		04-Feb-26	7x8, no holidays - 7x8, no holidays
A11230	Baseball Field #1 Complete	0d		27-Feb-26	7x8, no holidays - 7x8, no holidays
A11240	Baseball Field #5 Complete	0d		23-Mar-26	7x8, no holidays - 7x8, no holidays
A11250	Baseball Field #8 Complete	0d		15-Apr-26	7x8, no holidays - 7x8, no holidays
A11260	Baseball Field #3 Complete	0d		08-May-26	7x8, no holidays - 7x8, no holidays
A11270	Baseball Field #4 Complete	0d		02-Jun-26	7x8, no holidays - 7x8, no holidays
A11280	Baseball Field #6 Complete	0d		25-Jun-26	7x8, no holidays - 7x8, no holidays
A11290	Baseball Field #7 Complete	0d		25-Jul-26	7x8, no holidays - 7x8, no holidays
Building Milestones		302d	15-Jul-25	13-May-26	
Building B Soccer Plaza West		221d	15-Jul-25	21-Feb-26	
A10090	Foundations Complete	0d		15-Jul-25	7x8, no holidays - 7x8, no holidays
A9900	SOG Complete	0d		04-Aug-25	7x8, no holidays - 7x8, no holidays
A9890	CMU Structure Complete	0d		25-Aug-25	7x8, no holidays - 7x8, no holidays
A9910	Roof Framing Complete	0d		03-Sep-25	7x8, no holidays - 7x8, no holidays
A9980	Building Dried In	0d		24-Sep-25	7x8, no holidays - 7x8, no holidays
A9920	Plaster Complete	0d		29-Oct-25	7x8, no holidays - 7x8, no holidays
A9930	Roofing Complete	0d		10-Nov-25	7x8, no holidays - 7x8, no holidays
A9940	Drywall Complete	0d		29-Nov-25	7x8, no holidays - 7x8, no holidays
A9950	Permanent Power	0d		26-Dec-25	7x8, no holidays - 7x8, no holidays
A9960	Kitchen Complete	0d		07-Feb-26	7x8, no holidays - 7x8, no holidays
A9970	Fire Alarm Complete	0d		21-Feb-26	7x8, no holidays - 7x8, no holidays
Building B Soccer Plaza East		220d	21-Jul-25	26-Feb-26	

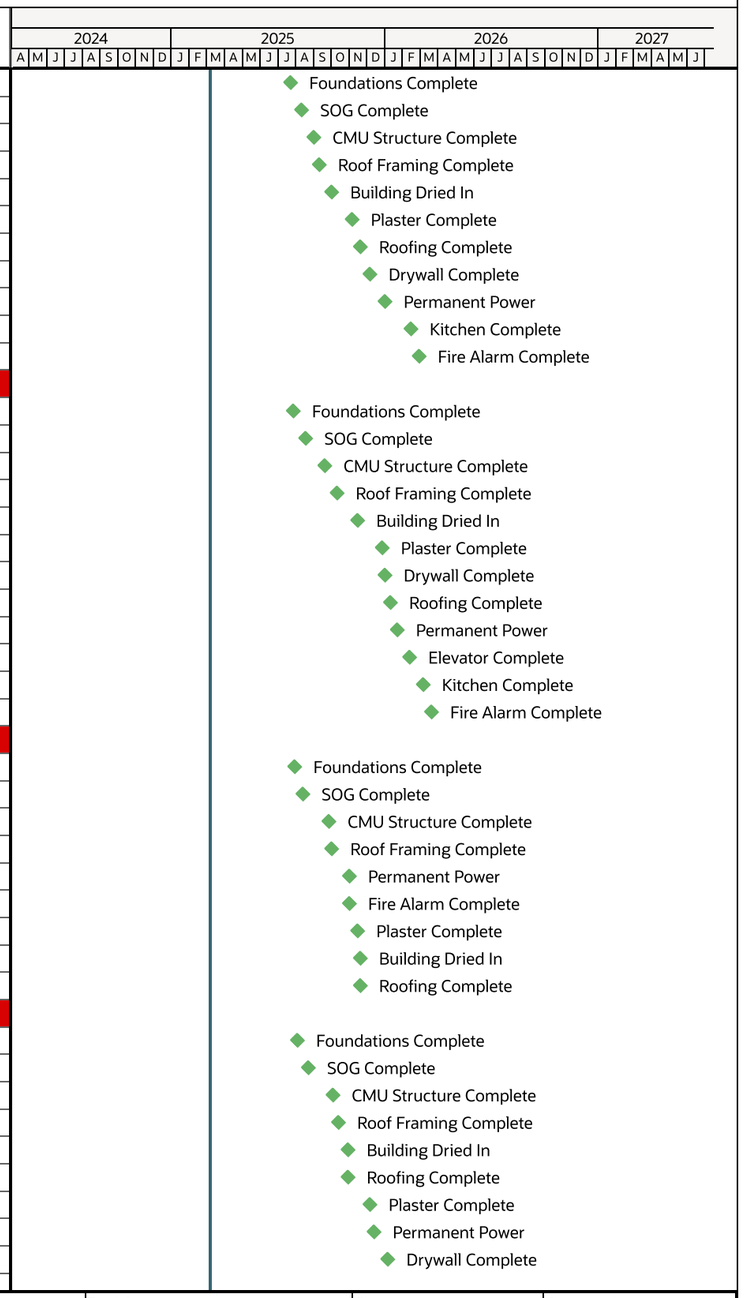


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
A10100	Foundations Complete	0d		21-Jul-25	7x8, no holidays - 7x8, no holidays
A10000	SOG Complete	0d		09-Aug-25	7x8, no holidays - 7x8, no holidays
A9990	CMU Structure Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10010	Roof Framing Complete	0d		09-Sep-25	7x8, no holidays - 7x8, no holidays
A10080	Building Dried In	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A10020	Plaster Complete	0d		04-Nov-25	7x8, no holidays - 7x8, no holidays
A10030	Roofing Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10040	Drywall Complete	0d		04-Dec-25	7x8, no holidays - 7x8, no holidays
A10050	Permanent Power	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A10060	Kitchen Complete	0d		12-Feb-26	7x8, no holidays - 7x8, no holidays
A10070	Fire Alarm Complete	0d		26-Feb-26	7x8, no holidays - 7x8, no holidays
Building A Soccer Plaza		235d	26-Jul-25	18-Mar-26	
A9770	Foundations Complete	0d		26-Jul-25	7x8, no holidays - 7x8, no holidays
A9790	SOG Complete	0d		15-Aug-25	7x8, no holidays - 7x8, no holidays
A9780	CMU Structure Complete	0d		18-Sep-25	7x8, no holidays - 7x8, no holidays
A9800	Roof Framing Complete	0d		09-Oct-25	7x8, no holidays - 7x8, no holidays
A9880	Building Dried In	0d		12-Nov-25	7x8, no holidays - 7x8, no holidays
A9810	Plaster Complete	0d		26-Dec-25	7x8, no holidays - 7x8, no holidays
A9830	Drywall Complete	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A9820	Roofing Complete	0d		08-Jan-26	7x8, no holidays - 7x8, no holidays
A9840	Permanent Power	0d		20-Jan-26	7x8, no holidays - 7x8, no holidays
A9860	Elevator Complete	0d		11-Feb-26	7x8, no holidays - 7x8, no holidays
A9850	Kitchen Complete	0d		04-Mar-26	7x8, no holidays - 7x8, no holidays
A9870	Fire Alarm Complete	0d		18-Mar-26	7x8, no holidays - 7x8, no holidays
Small Maintenance Building		113d	28-Jul-25	18-Nov-25	
A10110	Foundations Complete	0d		28-Jul-25	7x8, no holidays - 7x8, no holidays
A10120	SOG Complete	0d		12-Aug-25	7x8, no holidays - 7x8, no holidays
A10130	CMU Structure Complete	0d		24-Sep-25	7x8, no holidays - 7x8, no holidays
A10140	Roof Framing Complete	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A10190	Permanent Power	0d		29-Oct-25	7x8, no holidays - 7x8, no holidays
A10210	Fire Alarm Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10160	Plaster Complete	0d		12-Nov-25	7x8, no holidays - 7x8, no holidays
A10150	Building Dried In	0d		18-Nov-25	7x8, no holidays - 7x8, no holidays
A10170	Roofing Complete	0d		18-Nov-25	7x8, no holidays - 7x8, no holidays
Restroom Building		157d	01-Aug-25	05-Jan-26	
A10220	Foundations Complete	0d		01-Aug-25	7x8, no holidays - 7x8, no holidays
A10230	SOG Complete	0d		20-Aug-25	7x8, no holidays - 7x8, no holidays
A10240	CMU Structure Complete	0d		02-Oct-25	7x8, no holidays - 7x8, no holidays
A10250	Roof Framing Complete	0d		10-Oct-25	7x8, no holidays - 7x8, no holidays
A10260	Building Dried In	0d		28-Oct-25	7x8, no holidays - 7x8, no holidays
A10280	Roofing Complete	0d		28-Oct-25	7x8, no holidays - 7x8, no holidays
A10270	Plaster Complete	0d		03-Dec-25	7x8, no holidays - 7x8, no holidays
A10300	Permanent Power	0d		11-Dec-25	7x8, no holidays - 7x8, no holidays
A10290	Drywall Complete	0d		05-Jan-26	7x8, no holidays - 7x8, no holidays

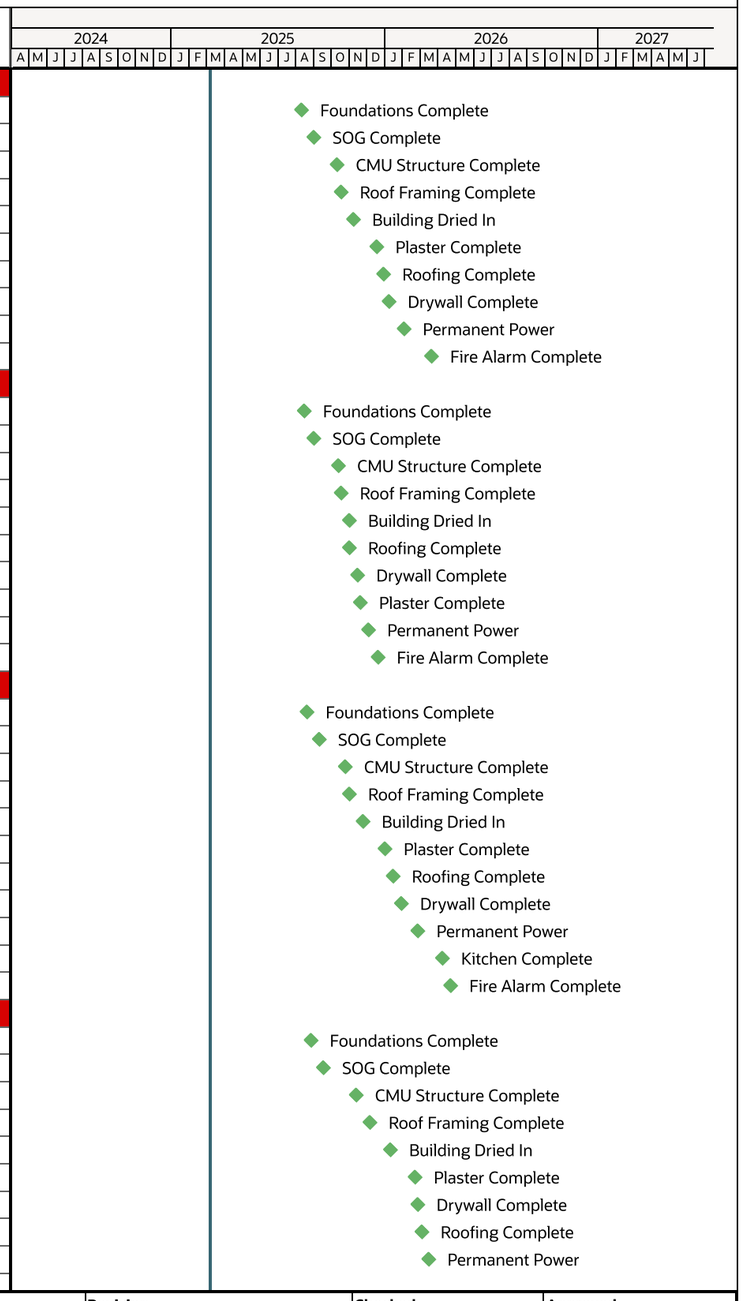


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Green Room / IT Building		222d	09-Aug-25	19-Mar-26	
A10330	Foundations Complete	0d		09-Aug-25	7x8, no holidays - 7x8, no holidays
A10340	SOG Complete	0d		29-Aug-25	7x8, no holidays - 7x8, no holidays
A10350	CMU Structure Complete	0d		08-Oct-25	7x8, no holidays - 7x8, no holidays
A10360	Roof Framing Complete	0d		16-Oct-25	7x8, no holidays - 7x8, no holidays
A10370	Building Dried In	0d		06-Nov-25	7x8, no holidays - 7x8, no holidays
A10380	Plaster Complete	0d		15-Dec-25	7x8, no holidays - 7x8, no holidays
A10390	Roofing Complete	0d		27-Dec-25	7x8, no holidays - 7x8, no holidays
A10400	Drywall Complete	0d		07-Jan-26	7x8, no holidays - 7x8, no holidays
A10410	Permanent Power	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A10430	Fire Alarm Complete	0d		19-Mar-26	7x8, no holidays - 7x8, no holidays
Ticket Booths		128d	13-Aug-25	19-Dec-25	
A10440	Foundations Complete	0d		13-Aug-25	7x8, no holidays - 7x8, no holidays
A10450	SOG Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10460	CMU Structure Complete	0d		11-Oct-25	7x8, no holidays - 7x8, no holidays
A10470	Roof Framing Complete	0d		17-Oct-25	7x8, no holidays - 7x8, no holidays
A10480	Building Dried In	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10500	Roofing Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10510	Drywall Complete	0d		14-Nov-25	7x8, no holidays - 7x8, no holidays
A10490	Plaster Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10520	Permanent Power	0d		02-Dec-25	7x8, no holidays - 7x8, no holidays
A10540	Fire Alarm Complete	0d		19-Dec-25	7x8, no holidays - 7x8, no holidays
Building B Baseball Plaza West		244d	19-Aug-25	20-Apr-26	
A10550	Foundations Complete	0d		19-Aug-25	7x8, no holidays - 7x8, no holidays
A10560	SOG Complete	0d		09-Sep-25	7x8, no holidays - 7x8, no holidays
A10570	CMU Structure Complete	0d		23-Oct-25	7x8, no holidays - 7x8, no holidays
A10580	Roof Framing Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10590	Building Dried In	0d		22-Nov-25	7x8, no holidays - 7x8, no holidays
A10600	Plaster Complete	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A10610	Roofing Complete	0d		13-Jan-26	7x8, no holidays - 7x8, no holidays
A10620	Drywall Complete	0d		28-Jan-26	7x8, no holidays - 7x8, no holidays
A10630	Permanent Power	0d		23-Feb-26	7x8, no holidays - 7x8, no holidays
A10640	Kitchen Complete	0d		06-Apr-26	7x8, no holidays - 7x8, no holidays
A10650	Fire Alarm Complete	0d		20-Apr-26	7x8, no holidays - 7x8, no holidays
Building A Baseball Plaza		257d	25-Aug-25	09-May-26	
A10660	Foundations Complete	0d		25-Aug-25	7x8, no holidays - 7x8, no holidays
A10670	SOG Complete	0d		15-Sep-25	7x8, no holidays - 7x8, no holidays
A10680	CMU Structure Complete	0d		10-Nov-25	7x8, no holidays - 7x8, no holidays
A10690	Roof Framing Complete	0d		04-Dec-25	7x8, no holidays - 7x8, no holidays
A10700	Building Dried In	0d		08-Jan-26	7x8, no holidays - 7x8, no holidays
A10710	Plaster Complete	0d		18-Feb-26	7x8, no holidays - 7x8, no holidays
A10730	Drywall Complete	0d		23-Feb-26	7x8, no holidays - 7x8, no holidays
A10720	Roofing Complete	0d		02-Mar-26	7x8, no holidays - 7x8, no holidays
A10740	Permanent Power	0d		13-Mar-26	7x8, no holidays - 7x8, no holidays

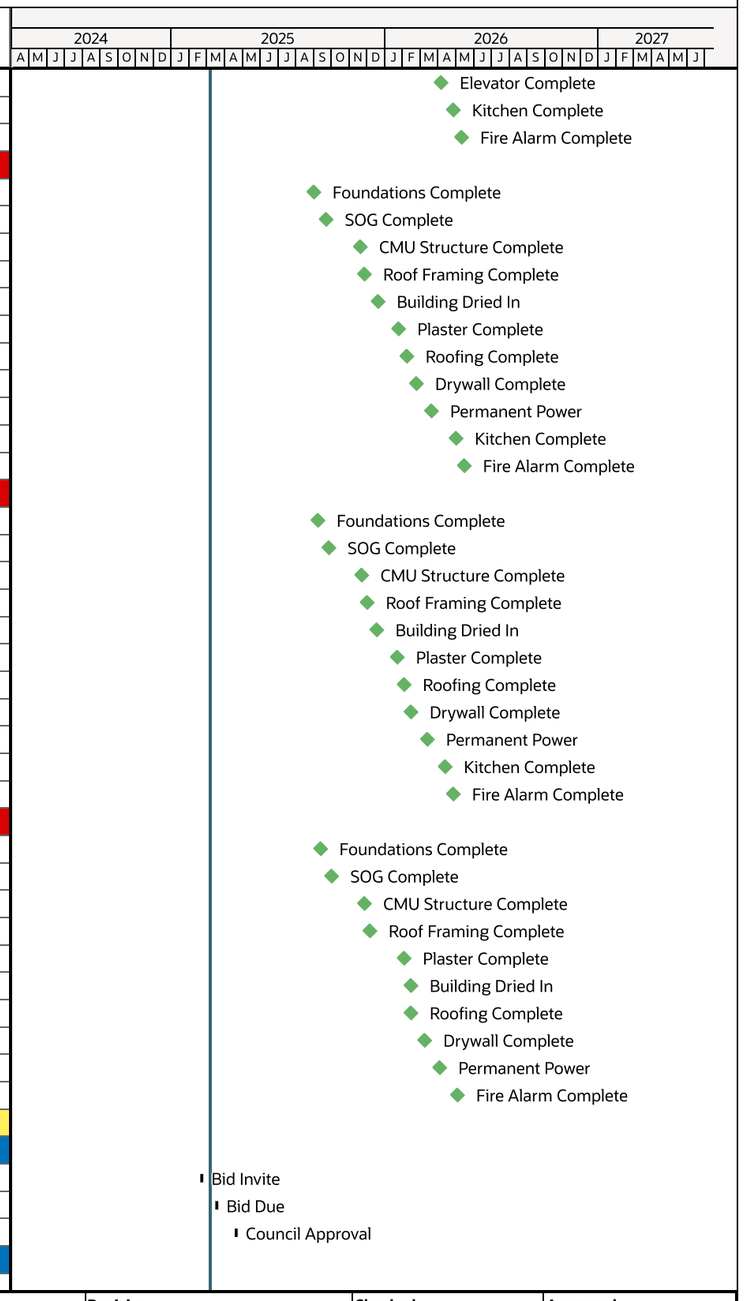


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
A11100	Elevator Complete	0d		04-Apr-26	7x8, no holidays - 7x8, no holidays
A10750	Kitchen Complete	0d		25-Apr-26	7x8, no holidays - 7x8, no holidays
A10760	Fire Alarm Complete	0d		09-May-26	7x8, no holidays - 7x8, no holidays
Building B Baseball Plaza East		256d	30-Aug-25	13-May-26	
A10770	Foundations Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10780	SOG Complete	0d		20-Sep-25	7x8, no holidays - 7x8, no holidays
A10790	CMU Structure Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10800	Roof Framing Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A10810	Building Dried In	0d		18-Dec-25	7x8, no holidays - 7x8, no holidays
A10820	Plaster Complete	0d		24-Jan-26	7x8, no holidays - 7x8, no holidays
A10830	Roofing Complete	0d		05-Feb-26	7x8, no holidays - 7x8, no holidays
A10840	Drywall Complete	0d		20-Feb-26	7x8, no holidays - 7x8, no holidays
A10850	Permanent Power	0d		18-Mar-26	7x8, no holidays - 7x8, no holidays
A10860	Kitchen Complete	0d		29-Apr-26	7x8, no holidays - 7x8, no holidays
A10870	Fire Alarm Complete	0d		13-May-26	7x8, no holidays - 7x8, no holidays
Food Service Building		232d	05-Sep-25	25-Apr-26	
A10880	Foundations Complete	0d		05-Sep-25	7x8, no holidays - 7x8, no holidays
A10890	SOG Complete	0d		25-Sep-25	7x8, no holidays - 7x8, no holidays
A10900	CMU Structure Complete	0d		19-Nov-25	7x8, no holidays - 7x8, no holidays
A10910	Roof Framing Complete	0d		29-Nov-25	7x8, no holidays - 7x8, no holidays
A10920	Building Dried In	0d		15-Dec-25	7x8, no holidays - 7x8, no holidays
A10930	Plaster Complete	0d		21-Jan-26	7x8, no holidays - 7x8, no holidays
A10940	Roofing Complete	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A10950	Drywall Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A10960	Permanent Power	0d		10-Mar-26	7x8, no holidays - 7x8, no holidays
A10970	Kitchen Complete	0d		11-Apr-26	7x8, no holidays - 7x8, no holidays
A10980	Fire Alarm Complete	0d		25-Apr-26	7x8, no holidays - 7x8, no holidays
Large Maintenance Building		234d	10-Sep-25	02-May-26	
A10990	Foundations Complete	0d		10-Sep-25	7x8, no holidays - 7x8, no holidays
A11000	SOG Complete	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A11010	CMU Structure Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A11020	Roof Framing Complete	0d		05-Dec-25	7x8, no holidays - 7x8, no holidays
A11040	Plaster Complete	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A11030	Building Dried In	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11050	Roofing Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11060	Drywall Complete	0d		06-Mar-26	7x8, no holidays - 7x8, no holidays
A11070	Permanent Power	0d		01-Apr-26	7x8, no holidays - 7x8, no holidays
A11090	Fire Alarm Complete	0d		02-May-26	7x8, no holidays - 7x8, no holidays
Pre-Construction		57d	17-Feb-25 A	20-May-25	
Early Electrical Bid		32d	17-Feb-25 A	15-Apr-25	
SC-PC-1000	Bid Invite	1d	17-Feb-25 A	17-Feb-25 A	5x8, with holidays - 5x8, with holidays
SC-PC-1010	Bid Due	1d	13-Mar-25	13-Mar-25	5x8, with holidays - 5x8, with holidays
SC-PC-1020	Council Approval	1d	15-Apr-25	15-Apr-25	5x8, with holidays - 5x8, with holidays
Remaining Trade Bid		57d	03-Mar-25	20-May-25	

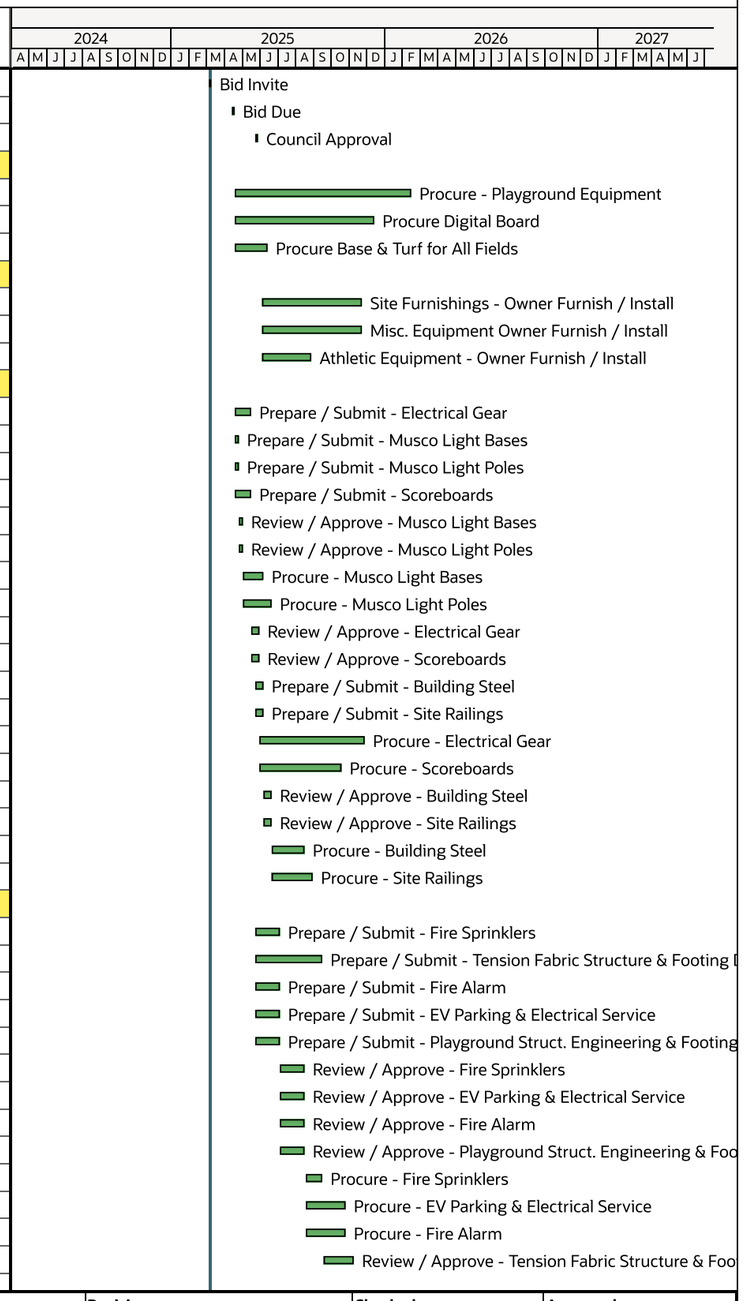


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SC-PC-1030	Bid Invite	1d	03-Mar-25 C	03-Mar-25	5x8, with holidays - 5x8, with holidays
SC-PC-1040	Bid Due	1d	10-Apr-25	10-Apr-25	5x8, with holidays - 5x8, with holidays
SC-PC-1050	Council Approval	1d	20-May-25	20-May-25	5x8, with holidays - 5x8, with holidays
Owner / City Direct Buy Procurement		211d	16-Apr-25	13-Feb-26	
32-1020	Procure - Playground Equipment	210d	16-Apr-25	13-Feb-26	5x8, with holidays - 5x8, with holidays
32-1865	Procure Digital Board	165d	16-Apr-25	10-Dec-25	5x8, with holidays - 5x8, with holidays
32-1845	Procure Base & Turf for All Fields	40d	16-Apr-25	11-Jun-25	5x8, with holidays - 5x8, with holidays
Owner Furnish/ Install		120d	02-Jun-25	19-Nov-25	
A11300	Site Furnishings - Owner Furnish / Install	120d	02-Jun-25	19-Nov-25	5x8, with holidays - 5x8, with holidays
A11320	Misc. Equipment Owner Furnish / Install	120d	02-Jun-25	19-Nov-25	5x8, with holidays - 5x8, with holidays
A11310	Athletic Equipment - Owner Furnish / Install	60d	02-Jun-25	25-Aug-25	5x8, with holidays - 5x8, with holidays
Submittals / Procurement		156d	16-Apr-25	24-Nov-25	
26-1500	Prepare / Submit - Electrical Gear	20d	16-Apr-25	13-May-25	5x8, with holidays - 5x8, with holidays
26-2030	Prepare / Submit - Musco Light Bases	5d	16-Apr-25	22-Apr-25	5x8, with holidays - 5x8, with holidays
26-2060	Prepare / Submit - Musco Light Poles	5d	16-Apr-25	22-Apr-25	5x8, with holidays - 5x8, with holidays
26-2090	Prepare / Submit - Scoreboards	20d	16-Apr-25	13-May-25	5x8, with holidays - 5x8, with holidays
26-2040	Review / Approve - Musco Light Bases	5d	23-Apr-25	29-Apr-25	5x8, with holidays - 5x8, with holidays
26-2070	Review / Approve - Musco Light Poles	5d	23-Apr-25	29-Apr-25	5x8, with holidays - 5x8, with holidays
26-2050	Procure - Musco Light Bases	25d	30-Apr-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
26-2080	Procure - Musco Light Poles	35d	30-Apr-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
26-1510	Review / Approve - Electrical Gear	10d	14-May-25	28-May-25	5x8, with holidays - 5x8, with holidays
26-2100	Review / Approve - Scoreboards	10d	14-May-25	28-May-25	5x8, with holidays - 5x8, with holidays
05-1500	Prepare / Submit - Building Steel	10d	21-May-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
05-4030	Prepare / Submit - Site Railings	10d	21-May-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
26-1520	Procure - Electrical Gear	125d	29-May-25	24-Nov-25	5x8, with holidays - 5x8, with holidays
26-2110	Procure - Scoreboards	100d	29-May-25	17-Oct-25	5x8, with holidays - 5x8, with holidays
05-1510	Review / Approve - Building Steel	10d	05-Jun-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
05-4040	Review / Approve - Site Railings	10d	05-Jun-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
05-1515	Procure - Building Steel	40d	19-Jun-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
05-4050	Procure - Site Railings	50d	19-Jun-25	28-Aug-25	5x8, with holidays - 5x8, with holidays
Deferred Submittals / Procurement		201d	21-May-25	06-Mar-26	
21-2500	Prepare / Submit - Fire Sprinklers	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
13-1000	Prepare / Submit - Tension Fabric Structure & Footing Design	80d	21-May-25	12-Sep-25	5x8, with holidays - 5x8, with holidays
28-2500	Prepare / Submit - Fire Alarm	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
26-2500	Prepare / Submit - EV Parking & Electrical Service	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
13-1040	Prepare / Submit - Playground Struct. Engineering & Footing Design	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
21-2510	Review / Approve - Fire Sprinklers	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
26-2510	Review / Approve - EV Parking & Electrical Service	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
28-2510	Review / Approve - Fire Alarm	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
13-1050	Review / Approve - Playground Struct. Engineering & Footing Design	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
21-2520	Procure - Fire Sprinklers	20d	15-Aug-25	12-Sep-25	5x8, with holidays - 5x8, with holidays
26-2520	Procure - EV Parking & Electrical Service	50d	15-Aug-25	24-Oct-25	5x8, with holidays - 5x8, with holidays
28-2520	Procure - Fire Alarm	50d	15-Aug-25	24-Oct-25	5x8, with holidays - 5x8, with holidays
13-1010	Review / Approve - Tension Fabric Structure & Footing Design	40d	15-Sep-25	07-Nov-25	5x8, with holidays - 5x8, with holidays

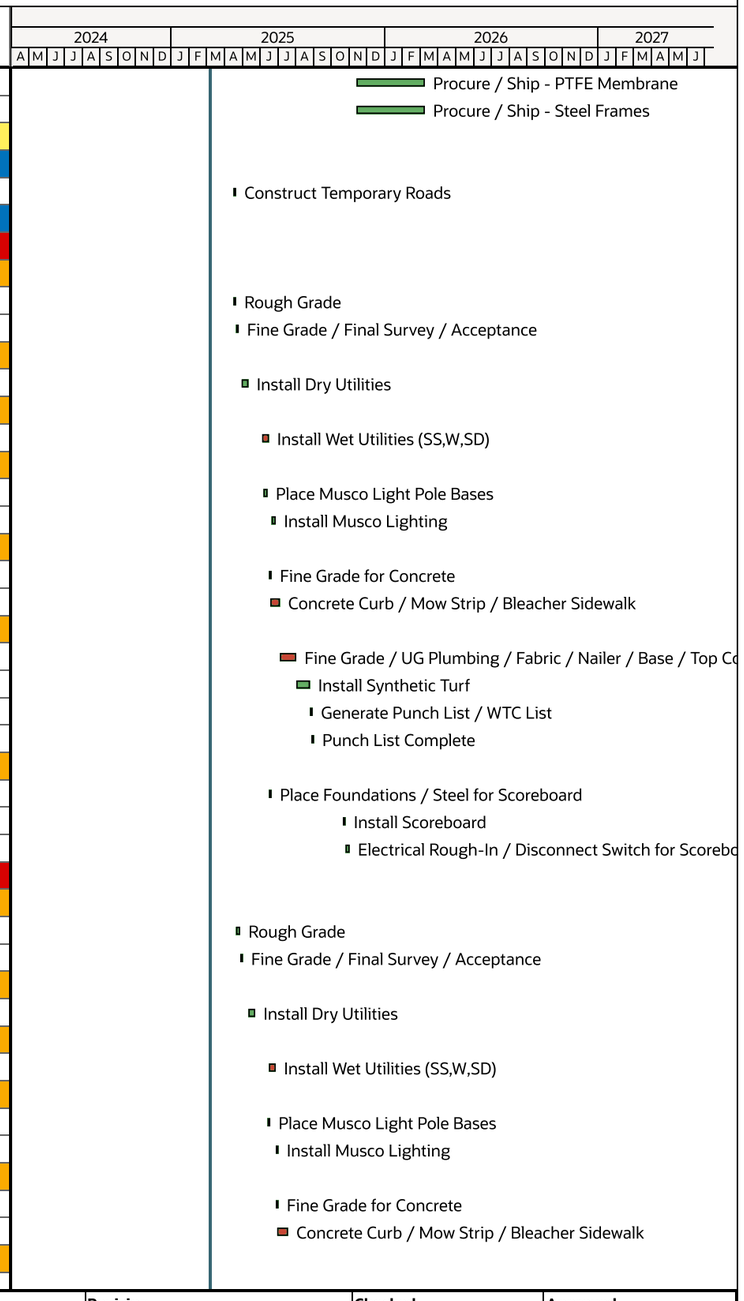


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
13-1030	Procure / Ship - PTFE Membrane	80d	10-Nov-25	06-Mar-26	5x8, with holidays - 5x8, with holidays
13-1020	Procure / Ship - Steel Frames	80d	10-Nov-25	06-Mar-26	5x8, with holidays - 5x8, with holidays
Construction of Sports Complex		456d	14-Apr-25	29-Jan-27	
Temporary Roads		5d	14-Apr-25	18-Apr-25	
TR-1000	Construct Temporary Roads	5d	14-Apr-25	18-Apr-25	5x8, with holidays - 5x8, with holidays
Soccer Facilities		259d	14-Apr-25	20-Apr-26	
Soccer Field 9		141d	14-Apr-25	29-Oct-25	
Grading		6d	14-Apr-25	19-Apr-25	
SF-1000	Rough Grade	5d	14-Apr-25	19-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-1005	Fine Grade / Final Survey / Acceptance	1d	19-Apr-25	19-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	28-Apr-25	09-May-25	
SF-1020	Install Dry Utilities	10d	28-Apr-25	09-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	02-Jun-25	13-Jun-25	
SF-1010	Install Wet Utilities (SS,W,SD)	10d	02-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	05-Jun-25	24-Jun-25	
SF-1030	Place Musco Light Pole Bases	5d	05-Jun-25	10-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1040	Install Musco Lighting	5d	19-Jun-25	24-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	13-Jun-25	02-Jul-25	
SF-1050	Fine Grade for Concrete	2d	13-Jun-25	14-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1060	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	16-Jun-25	02-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	03-Jul-25	30-Aug-25	
SF-1070	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	03-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1080	Install Synthetic Turf	20d	31-Jul-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1090	Generate Punch List / WTC List	2d	23-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1100	Punch List Complete	5d	26-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		117d	13-Jun-25	29-Oct-25	
SF-1110	Place Foundations / Steel for Scoreboard	5d	13-Jun-25	18-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1120	Install Scoreboard	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1130	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 10		140d	19-Apr-25	04-Nov-25	
Grading		6d	19-Apr-25	25-Apr-25	
SF-1140	Rough Grade	5d	19-Apr-25	25-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-1145	Fine Grade / Final Survey / Acceptance	1d	25-Apr-25	25-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	09-May-25	21-May-25	
SF-1160	Install Dry Utilities	10d	09-May-25	21-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Jun-25	25-Jun-25	
SF-1150	Install Wet Utilities (SS,W,SD)	10d	13-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	11-Jun-25	30-Jun-25	
SF-1170	Place Musco Light Pole Bases	5d	11-Jun-25	16-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1180	Install Musco Lighting	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	25-Jun-25	15-Jul-25	
SF-1190	Fine Grade for Concrete	2d	25-Jun-25	26-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1200	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Jun-25	15-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	16-Jul-25	12-Sep-25	

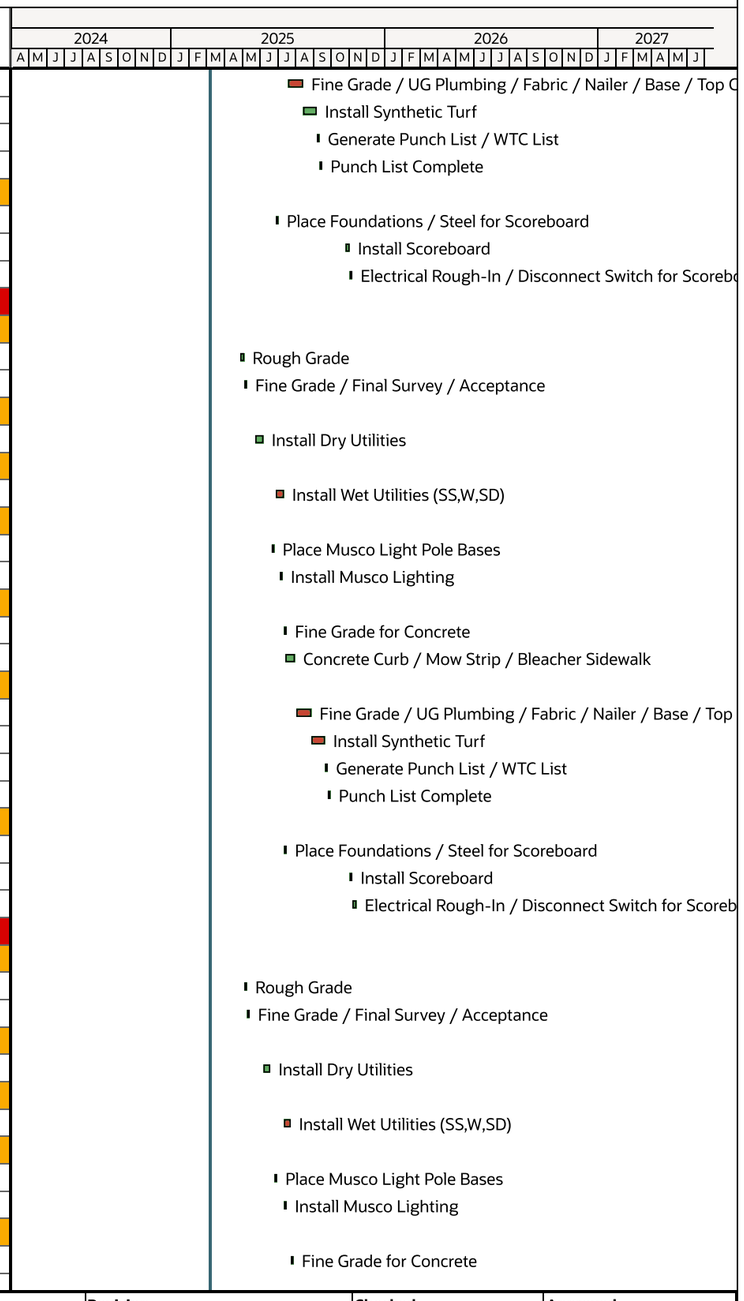


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-1210	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	16-Jul-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1220	Install Synthetic Turf	20d	12-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1230	Generate Punch List / WTC List	2d	05-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1240	Punch List Complete	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		112d	25-Jun-25	04-Nov-25	
SF-1250	Place Foundations / Steel for Scoreboard	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1260	Install Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1270	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 11		140d	25-Apr-25	10-Nov-25	
Grading		6d	25-Apr-25	01-May-25	
SF-1280	Rough Grade	5d	25-Apr-25	01-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3220	Fine Grade / Final Survey / Acceptance	1d	01-May-25	01-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		11d	21-May-25	04-Jun-25	
SF-1300	Install Dry Utilities	10d	21-May-25	04-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	25-Jun-25	09-Jul-25	
SF-1290	Install Wet Utilities (SS,W,SD)	10d	25-Jun-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	17-Jun-25	07-Jul-25	
SF-1310	Place Musco Light Pole Bases	5d	17-Jun-25	21-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1320	Install Musco Lighting	5d	01-Jul-25	07-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	09-Jul-25	28-Jul-25	
SF-1330	Fine Grade for Concrete	2d	09-Jul-25	10-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1340	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	11-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	30-Jul-25	26-Sep-25	
SF-1350	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	30-Jul-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1360	Install Synthetic Turf	20d	26-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1370	Generate Punch List / WTC List	2d	19-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1380	Punch List Complete	5d	22-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		106d	09-Jul-25	10-Nov-25	
SF-1390	Place Foundations / Steel for Scoreboard	5d	09-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1400	Install Scoreboard	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1410	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 12		140d	01-May-25	17-Nov-25	
Grading		6d	01-May-25	07-May-25	
SF-1420	Rough Grade	5d	01-May-25	07-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3230	Fine Grade / Final Survey / Acceptance	1d	07-May-25	07-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	04-Jun-25	16-Jun-25	
SF-1440	Install Dry Utilities	10d	04-Jun-25	16-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	09-Jul-25	21-Jul-25	
SF-1430	Install Wet Utilities (SS,W,SD)	10d	09-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	23-Jun-25	12-Jul-25	
SF-1450	Place Musco Light Pole Bases	5d	23-Jun-25	27-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1460	Install Musco Lighting	5d	08-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	21-Jul-25	08-Aug-25	
SF-1470	Fine Grade for Concrete	2d	21-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

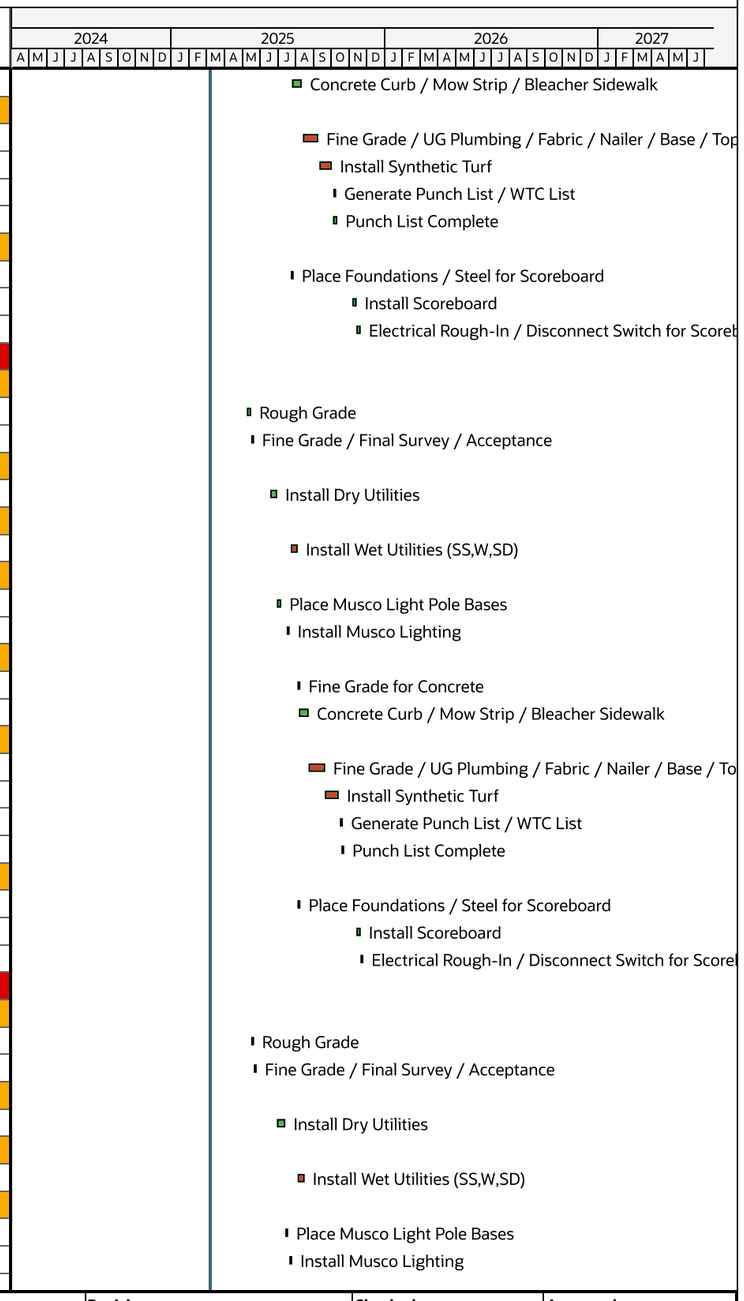


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Tilden-Coil CONSTRUCTORS
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ID	Name	Dur	Start	Finish	Calendar
SF-1480	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	23-Jul-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	11-Aug-25	08-Oct-25	
SF-1490	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	11-Aug-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1500	Install Synthetic Turf	20d	08-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1510	Generate Punch List / WTC List	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1520	Punch List Complete	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		101d	21-Jul-25	17-Nov-25	
SF-1530	Place Foundations / Steel for Scoreboard	5d	21-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1540	Install Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1550	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 5		140d	07-May-25	22-Nov-25	
Grading		6d	07-May-25	13-May-25	
SF-1560	Rough Grade	5d	07-May-25	13-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3240	Fine Grade / Final Survey / Acceptance	1d	13-May-25	13-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	16-Jun-25	27-Jun-25	
SF-1580	Install Dry Utilities	10d	16-Jun-25	27-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	21-Jul-25	01-Aug-25	
SF-1570	Install Wet Utilities (SS,W,SD)	10d	21-Jul-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	28-Jun-25	18-Jul-25	
SF-1590	Place Musco Light Pole Bases	5d	28-Jun-25	03-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1600	Install Musco Lighting	5d	14-Jul-25	18-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	01-Aug-25	20-Aug-25	
SF-1610	Fine Grade for Concrete	2d	01-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1620	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	04-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	22-Aug-25	20-Oct-25	
SF-1630	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	22-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1640	Install Synthetic Turf	20d	19-Sep-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1650	Generate Punch List / WTC List	2d	13-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1660	Punch List Complete	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		96d	01-Aug-25	22-Nov-25	
SF-1670	Place Foundations / Steel for Scoreboard	5d	01-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1680	Install Scoreboard	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1690	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 6		140d	13-May-25	01-Dec-25	
Grading		6d	13-May-25	19-May-25	
SF-1700	Rough Grade	5d	13-May-25	19-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3250	Fine Grade / Final Survey / Acceptance	1d	19-May-25	19-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Jun-25	11-Jul-25	
SF-1720	Install Dry Utilities	10d	27-Jun-25	11-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	01-Aug-25	13-Aug-25	
SF-1710	Install Wet Utilities (SS,W,SD)	10d	01-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		12d	11-Jul-25	24-Jul-25	
SF-1730	Place Musco Light Pole Bases	5d	11-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1740	Install Musco Lighting	5d	19-Jul-25	24-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

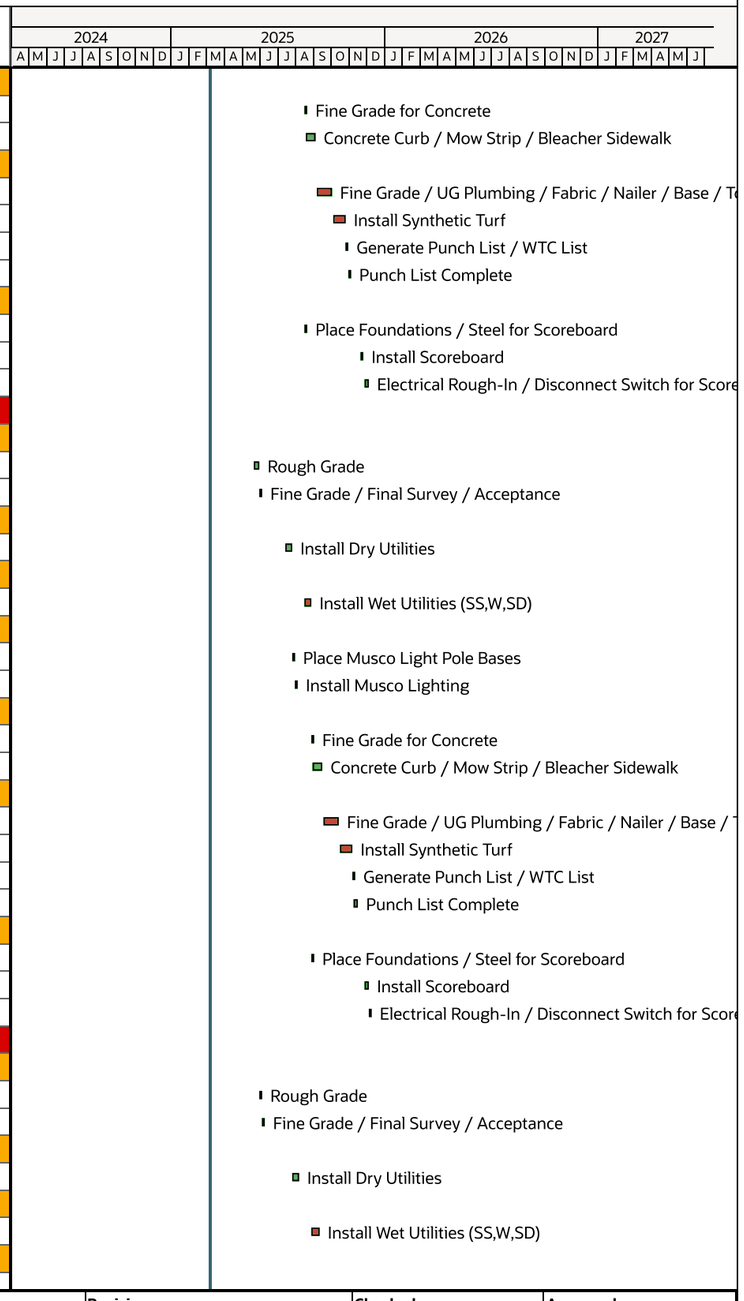


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Site Concrete Before Field		17d	13-Aug-25	02-Sep-25	
SF-1750	Fine Grade for Concrete	2d	13-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1760	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	04-Sep-25	31-Oct-25	
SF-1770	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	04-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1780	Install Synthetic Turf	20d	01-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1790	Generate Punch List / WTC List	2d	24-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1800	Punch List Complete	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		91d	13-Aug-25	01-Dec-25	
SF-1810	Place Foundations / Steel for Scoreboard	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1820	Install Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1830	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 7		140d	19-May-25	06-Dec-25	
Grading		7d	19-May-25	27-May-25	
SF-1840	Rough Grade	5d	19-May-25	27-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3260	Fine Grade / Final Survey / Acceptance	1d	27-May-25	27-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	11-Jul-25	23-Jul-25	
SF-1860	Install Dry Utilities	10d	11-Jul-25	23-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Aug-25	25-Aug-25	
SF-1850	Install Wet Utilities (SS,W,SD)	10d	13-Aug-25	25-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	23-Jul-25	02-Aug-25	
SF-1870	Place Musco Light Pole Bases	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1880	Install Musco Lighting	5d	29-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	25-Aug-25	13-Sep-25	
SF-1890	Fine Grade for Concrete	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1900	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Aug-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	16-Sep-25	13-Nov-25	
SF-1910	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	16-Sep-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1920	Install Synthetic Turf	20d	13-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1930	Generate Punch List / WTC List	2d	05-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1940	Punch List Complete	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		86d	25-Aug-25	06-Dec-25	
SF-1950	Place Foundations / Steel for Scoreboard	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1960	Install Scoreboard	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1970	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 8		139d	27-May-25	12-Dec-25	
Grading		6d	27-May-25	02-Jun-25	
SF-1980	Rough Grade	5d	27-May-25	02-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3270	Fine Grade / Final Survey / Acceptance	1d	02-Jun-25	02-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	23-Jul-25	04-Aug-25	
SF-2000	Install Dry Utilities	10d	23-Jul-25	04-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	25-Aug-25	08-Sep-25	
SF-1990	Install Wet Utilities (SS,W,SD)	10d	25-Aug-25	08-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	04-Aug-25	14-Aug-25	

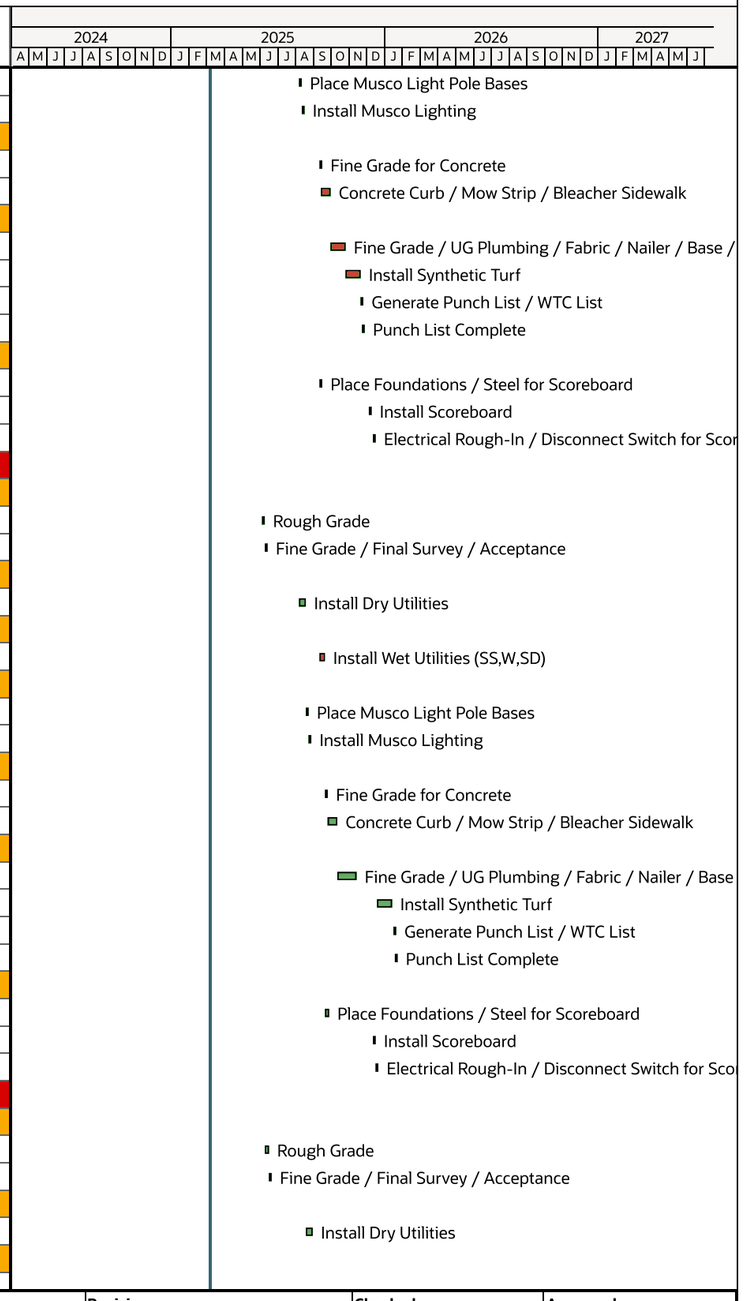


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-2010	Place Musco Light Pole Bases	5d	04-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2020	Install Musco Lighting	5d	09-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	08-Sep-25	26-Sep-25	
SF-2030	Fine Grade for Concrete	2d	08-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2040	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	10-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	27-Sep-25	25-Nov-25	
SF-2050	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	27-Sep-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2060	Install Synthetic Turf	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2070	Generate Punch List / WTC List	2d	18-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2080	Punch List Complete	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		80d	08-Sep-25	12-Dec-25	
SF-2090	Place Foundations / Steel for Scoreboard	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2100	Install Scoreboard	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2110	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 4		160d	02-Jun-25	20-Jan-26	
Grading		6d	02-Jun-25	07-Jun-25	
SF-2120	Rough Grade	5d	02-Jun-25	07-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3280	Fine Grade / Final Survey / Acceptance	1d	07-Jun-25	07-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	04-Aug-25	15-Aug-25	
SF-2140	Install Dry Utilities	10d	04-Aug-25	15-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	08-Sep-25	19-Sep-25	
SF-2130	Install Wet Utilities (SS,W,SD)	10d	08-Sep-25	19-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	15-Aug-25	26-Aug-25	
SF-2150	Place Musco Light Pole Bases	5d	15-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2160	Install Musco Lighting	5d	21-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	19-Sep-25	08-Oct-25	
SF-2170	Fine Grade for Concrete	2d	19-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2180	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	22-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		84d	09-Oct-25	20-Jan-26	
SF-2190	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	09-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2200	Install Synthetic Turf	21d	17-Dec-25	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2210	Generate Punch List / WTC List	2d	13-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2220	Punch List Complete	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		75d	19-Sep-25	18-Dec-25	
SF-2230	Place Foundations / Steel for Scoreboard	5d	19-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2240	Install Scoreboard	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2250	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 3		173d	07-Jun-25	13-Feb-26	
Grading		6d	07-Jun-25	13-Jun-25	
SF-2260	Rough Grade	5d	07-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3290	Fine Grade / Final Survey / Acceptance	1d	13-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	15-Aug-25	27-Aug-25	
SF-2280	Install Dry Utilities	10d	15-Aug-25	27-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	19-Sep-25	01-Oct-25	

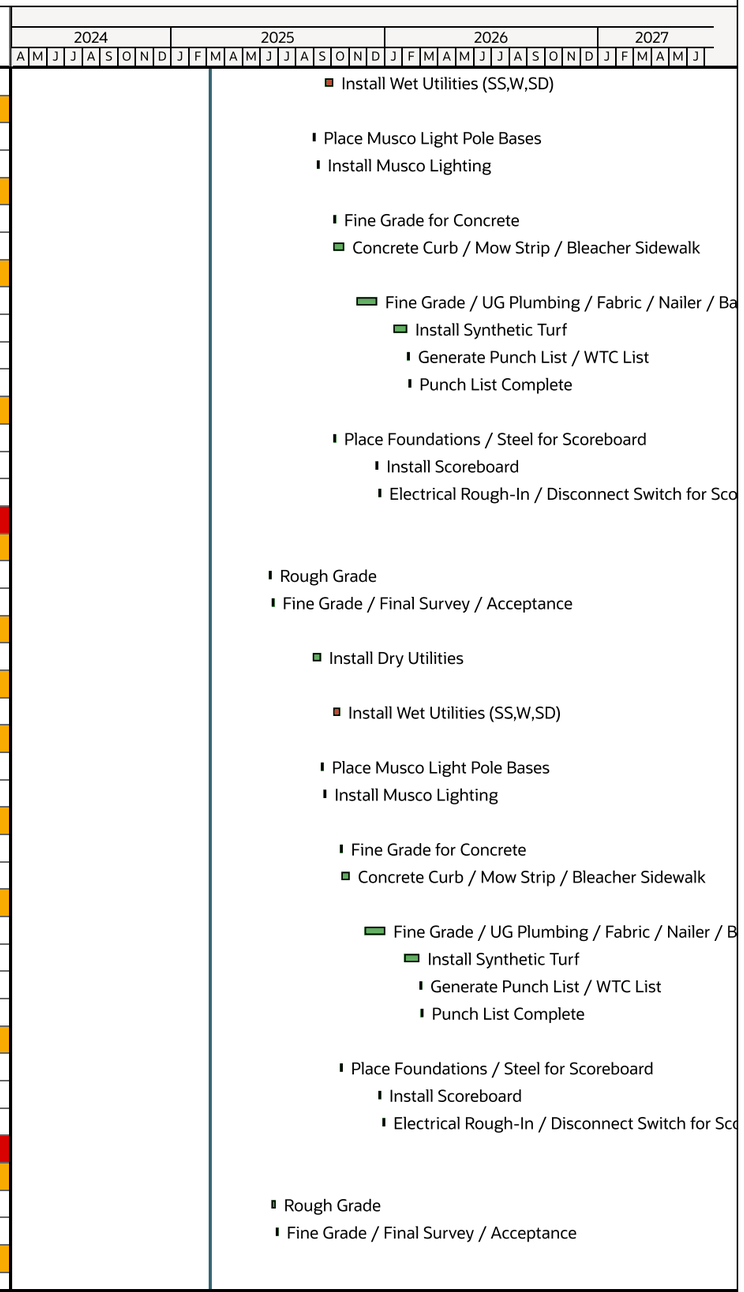


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SF-2270	Install Wet Utilities (SS,W,SD)	10d	19-Sep-25	01-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	27-Aug-25	08-Sep-25	
SF-2290	Place Musco Light Pole Bases	5d	27-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2300	Install Musco Lighting	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	01-Oct-25	20-Oct-25	
SF-2310	Fine Grade for Concrete	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2320	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	03-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		77d	12-Nov-25	13-Feb-26	
SF-2330	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	12-Nov-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2340	Install Synthetic Turf	21d	13-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2350	Generate Punch List / WTC List	2d	06-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2360	Punch List Complete	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		70d	01-Oct-25	24-Dec-25	
SF-2370	Place Foundations / Steel for Scoreboard	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2380	Install Scoreboard	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2390	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 2		183d	13-Jun-25	05-Mar-26	
Grading		6d	13-Jun-25	19-Jun-25	
SF-2400	Rough Grade	5d	13-Jun-25	19-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3300	Fine Grade / Final Survey / Acceptance	1d	19-Jun-25	19-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Aug-25	10-Sep-25	
SF-2420	Install Dry Utilities	10d	27-Aug-25	10-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	01-Oct-25	13-Oct-25	
SF-2410	Install Wet Utilities (SS,W,SD)	10d	01-Oct-25	13-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	10-Sep-25	20-Sep-25	
SF-2430	Place Musco Light Pole Bases	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2440	Install Musco Lighting	5d	16-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	13-Oct-25	31-Oct-25	
SF-2450	Fine Grade for Concrete	2d	13-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2460	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		84d	24-Nov-25	05-Mar-26	
SF-2470	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	24-Nov-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2480	Install Synthetic Turf	21d	02-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2490	Generate Punch List / WTC List	2d	26-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2500	Punch List Complete	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		65d	13-Oct-25	31-Dec-25	
SF-2510	Place Foundations / Steel for Scoreboard	5d	13-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2520	Install Scoreboard	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2530	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 1		196d	19-Jun-25	30-Mar-26	
Grading		6d	19-Jun-25	25-Jun-25	
SF-2540	Rough Grade	5d	19-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3310	Fine Grade / Final Survey / Acceptance	1d	25-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	10-Sep-25	22-Sep-25	

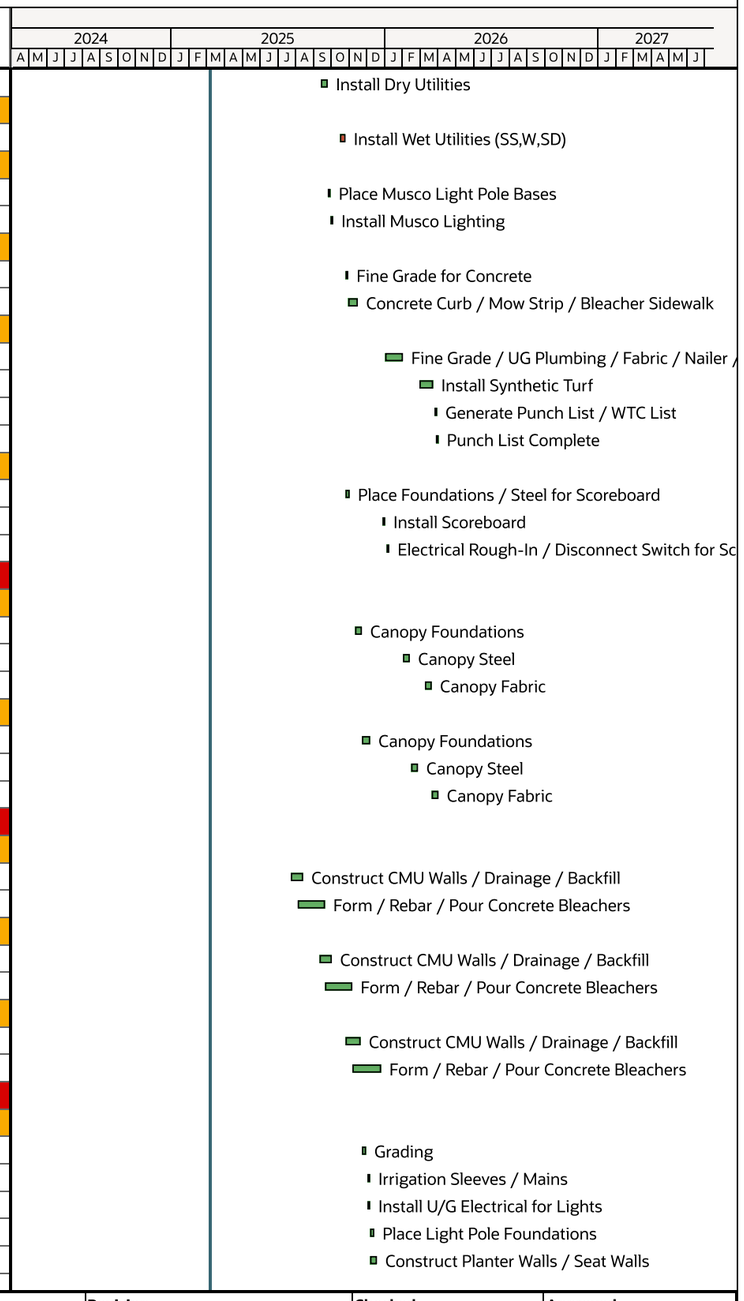


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ID	Name	Dur	Start	Finish	Calendar
SF-2560	Install Dry Utilities	10d	10-Sep-25	22-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Oct-25	24-Oct-25	
SF-2550	Install Wet Utilities (SS,W,SD)	10d	13-Oct-25	24-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	22-Sep-25	02-Oct-25	
SF-2570	Place Musco Light Pole Bases	5d	22-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2580	Install Musco Lighting	5d	27-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	24-Oct-25	13-Nov-25	
SF-2590	Fine Grade for Concrete	2d	24-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2600	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Oct-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		77d	30-Dec-25	30-Mar-26	
SF-2610	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	30-Dec-25	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2620	Install Synthetic Turf	21d	26-Feb-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2630	Generate Punch List / WTC List	2d	23-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2640	Punch List Complete	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		60d	24-Oct-25	07-Jan-26	
SF-2650	Place Foundations / Steel for Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2660	Install Scoreboard	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2670	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Soccer Facilities		117d	08-Nov-25	30-Mar-26	
Canopies 9-12		107d	08-Nov-25	18-Mar-26	
SF-2680	Canopy Foundations	10d	08-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2690	Canopy Steel	10d	31-Jan-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2700	Canopy Fabric	10d	07-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies 5-8		107d	21-Nov-25	30-Mar-26	
SF-2710	Canopy Foundations	10d	21-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2720	Canopy Steel	10d	12-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2730	Canopy Fabric	10d	19-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields		131d	21-Jul-25	24-Dec-25	
Walls / Concrete Bleachers @ Soccer Fields 9-12		50d	21-Jul-25	17-Sep-25	
SF-2760	Construct CMU Walls / Drainage / Backfill	20d	21-Jul-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2780	Form / Rebar / Pour Concrete Bleachers	40d	01-Aug-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields 5-8		50d	08-Sep-25	04-Nov-25	
SF-2920	Construct CMU Walls / Drainage / Backfill	20d	08-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2940	Form / Rebar / Pour Concrete Bleachers	40d	19-Sep-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields 1-4		50d	24-Oct-25	24-Dec-25	
SF-3080	Construct CMU Walls / Drainage / Backfill	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3100	Form / Rebar / Pour Concrete Bleachers	40d	05-Nov-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways Around Soccer Fields		90d	21-Nov-25	10-Mar-26	
Seating Area / Walkways @ Soccer Fields 9-12		64d	21-Nov-25	07-Feb-26	
SF-2740	Grading	5d	21-Nov-25	26-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2790	Irrigation Sleeves / Mains	5d	29-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2800	Install U/G Electrical for Lights	5d	29-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2810	Place Light Pole Foundations	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2820	Construct Planter Walls / Seat Walls	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

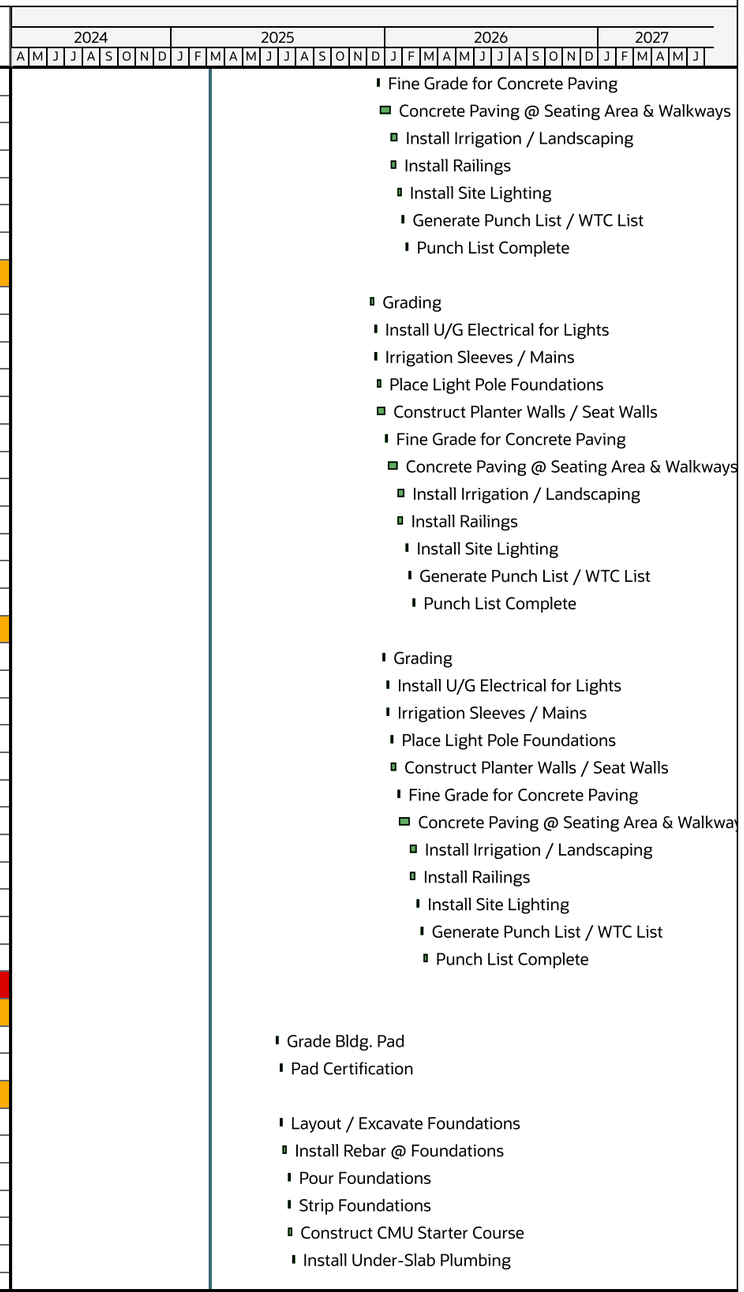


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ID	Name	Dur	Start	Finish	Calendar
SF-2830	Fine Grade for Concrete Paving	4d	17-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2840	Concrete Paving @ Seating Area & Walkways	15d	22-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2850	Install Irrigation / Landscaping	10d	10-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2860	Install Railings	8d	10-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2870	Install Site Lighting	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2880	Generate Punch List / WTC List	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2890	Punch List Complete	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways @ Soccer Fields 5-8		64d	05-Dec-25	19-Feb-26	
SF-2900	Grading	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2960	Install U/G Electrical for Lights	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2950	Irrigation Sleeves / Mains	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2970	Place Light Pole Foundations	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2980	Construct Planter Walls / Seat Walls	10d	17-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2990	Fine Grade for Concrete Paving	4d	30-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3000	Concrete Paving @ Seating Area & Walkways	15d	05-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3010	Install Irrigation / Landscaping	10d	22-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3020	Install Railings	8d	22-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3030	Install Site Lighting	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3040	Generate Punch List / WTC List	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3050	Punch List Complete	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways @ Soccer Fields 1-4		63d	26-Dec-25	10-Mar-26	
SF-3060	Grading	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3120	Install U/G Electrical for Lights	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3110	Irrigation Sleeves / Mains	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3130	Place Light Pole Foundations	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3140	Construct Planter Walls / Seat Walls	10d	08-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3150	Fine Grade for Concrete Paving	3d	20-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3160	Concrete Paving @ Seating Area & Walkways	15d	23-Jan-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3170	Install Irrigation / Landscaping	10d	10-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3180	Install Railings	8d	10-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3190	Install Site Lighting	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3200	Generate Punch List / WTC List	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3210	Punch List Complete	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Soccer Plaza West)		167d	25-Jun-25	23-Feb-26	
Grade Bldg. Pad		6d	25-Jun-25	01-Jul-25	
BSF-1000	Grade Bldg. Pad	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1010	Pad Certification	1d	01-Jul-25	01-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		44d	02-Jul-25	03-Sep-25	
BSF-1020	Layout / Excavate Foundations	3d	02-Jul-25	05-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1030	Install Rebar @ Foundations	7d	07-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1040	Pour Foundations	1d	15-Jul-25	15-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1050	Strip Foundations	1d	16-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1060	Construct CMU Starter Course	5d	17-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1070	Install Under-Slab Plumbing	3d	23-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

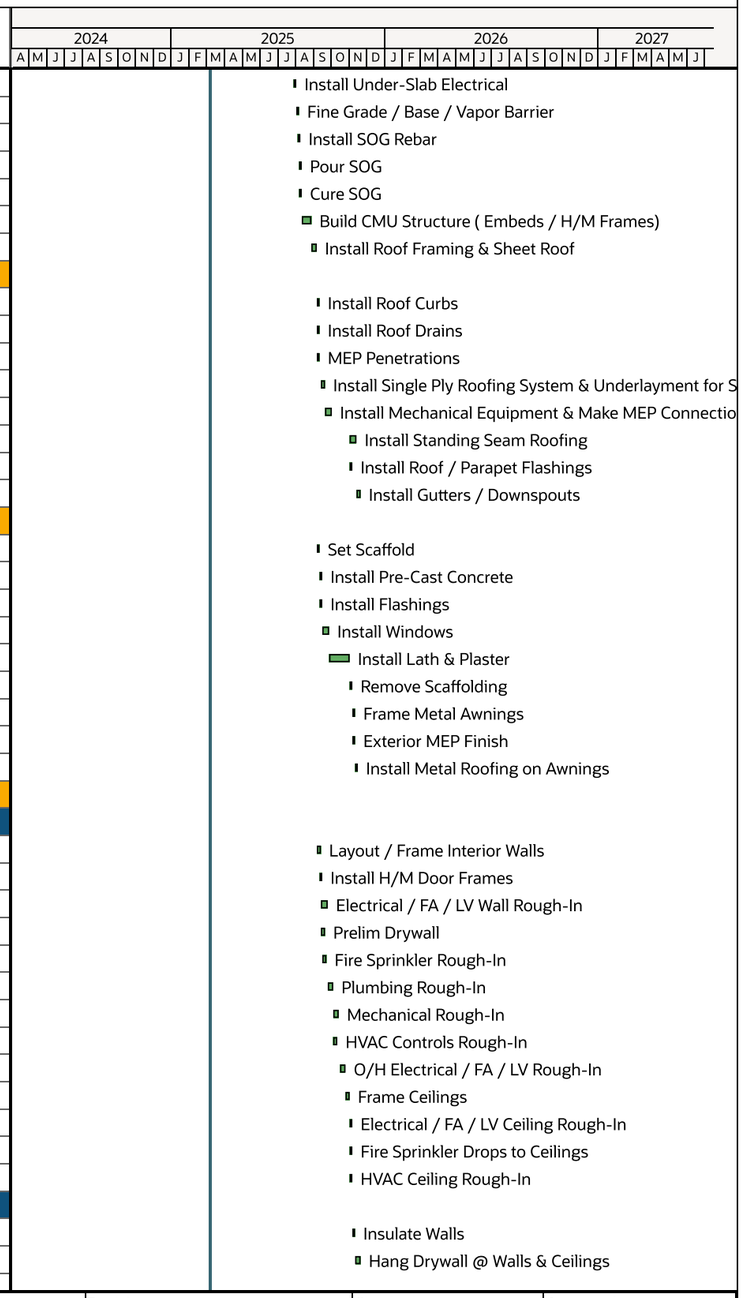


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-1080	Install Under-Slab Electrical	3d	26-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1090	Fine Grade / Base / Vapor Barrier	2d	30-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1100	Install SOG Rebar	2d	01-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1110	Pour SOG	1d	04-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1120	Cure SOG	3d	05-Aug-25	07-Aug-25	7x8, no holidays - 7x8, no holidays
BSF-1130	Build CMU Structure (Embeds / H/M Frames)	15d	08-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1140	Install Roof Framing & Sheet Roof	7d	26-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	04-Sep-25	17-Nov-25	
BSF-1160	Install Roof Curbs	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1170	Install Roof Drains	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1150	MEP Penetrations	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	10-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1190	Install Mechanical Equipment & Make MEP Connections	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1210	Install Standing Seam Roofing	10d	30-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1200	Install Roof / Parapet Flashings	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1220	Install Gutters / Downspouts	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	04-Sep-25	14-Nov-25	
BSF-1230	Set Scaffold	3d	04-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1240	Install Pre-Cast Concrete	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1250	Install Flashings	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1260	Install Windows	10d	13-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1270	Install Lath & Plaster	30d	25-Sep-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1280	Remove Scaffolding	3d	30-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1300	Frame Metal Awnings	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1290	Exterior MEP Finish	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1310	Install Metal Roofing on Awnings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		132d	04-Sep-25	10-Feb-26	
Framing / MEP Rough-In		53d	04-Sep-25	04-Nov-25	
BSF-1320	Layout / Frame Interior Walls	7d	04-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1330	Install H/M Door Frames	3d	09-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1360	Electrical / FA / LV Wall Rough-In	10d	12-Sep-25	23-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1350	Prelim Drywall	5d	12-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1340	Fire Sprinkler Rough-In	7d	13-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1370	Plumbing Rough-In	10d	22-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1390	Mechanical Rough-In	8d	03-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1380	HVAC Controls Rough-In	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1400	O/H Electrical / FA / LV Rough-In	10d	13-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1410	Frame Ceilings	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1430	Electrical / FA / LV Ceiling Rough-In	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1420	Fire Sprinkler Drops to Ceilings	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1440	HVAC Ceiling Rough-In	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	05-Nov-25	10-Feb-26	
BSF-1450	Insulate Walls	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1460	Hang Drywall @ Walls & Ceilings	8d	08-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days



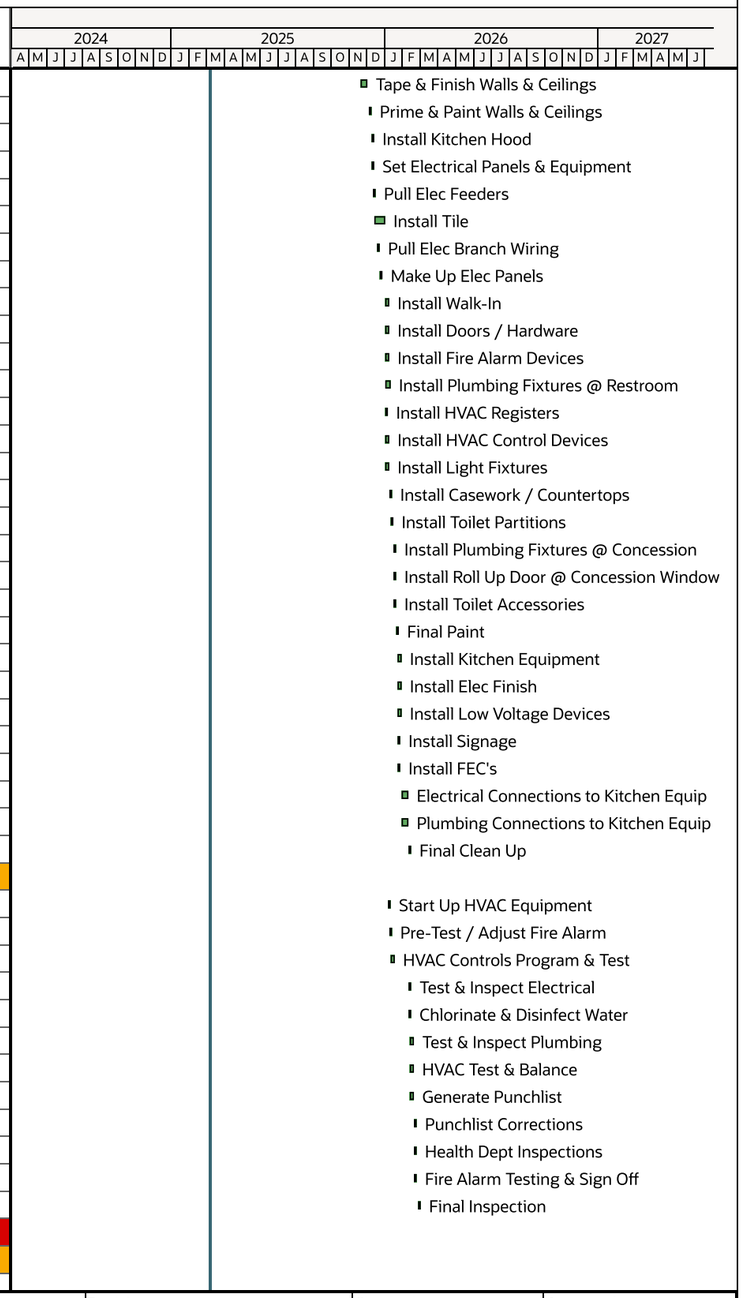
Current
Progress
Critical

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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-1470	Tape & Finish Walls & Ceilings	8d	19-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1480	Prime & Paint Walls & Ceilings	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1490	Install Kitchen Hood	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1500	Set Electrical Panels & Equipment	2d	06-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1510	Pull Elec Feeders	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1520	Install Tile	15d	12-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1530	Pull Elec Branch Wiring	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1540	Make Up Elec Panels	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1550	Install Walk-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1590	Install Doors / Hardware	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1560	Install Fire Alarm Devices	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1610	Install Plumbing Fixtures @ Restroom	8d	31-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1580	Install HVAC Registers	3d	31-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1600	Install HVAC Control Devices	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1570	Install Light Fixtures	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1620	Install Casework / Countertops	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1630	Install Toilet Partitions	3d	10-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1640	Install Plumbing Fixtures @ Concession	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1650	Install Roll Up Door @ Concession Window	3d	13-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1660	Install Toilet Accessories	3d	14-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1670	Final Paint	3d	19-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1680	Install Kitchen Equipment	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1710	Install Elec Finish	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1720	Install Low Voltage Devices	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1690	Install Signage	2d	22-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1700	Install FEC's	2d	22-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1730	Electrical Connections to Kitchen Equip	10d	28-Jan-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1740	Plumbing Connections to Kitchen Equip	10d	28-Jan-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1750	Final Clean Up	2d	09-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	05-Jan-26	23-Feb-26	
BSF-1760	Start Up HVAC Equipment	5d	05-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1770	Pre-Test / Adjust Fire Alarm	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1780	HVAC Controls Program & Test	5d	10-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1790	Test & Inspect Electrical	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1800	Chlorinate & Disinfect Water	2d	09-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1830	Test & Inspect Plumbing	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1820	HVAC Test & Balance	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1810	Generate Punchlist	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1850	Punchlist Corrections	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1840	Health Dept Inspections	2d	17-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1860	Fire Alarm Testing & Sign Off	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1870	Final Inspection	1d	23-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Soccer Plaza East)		167d	01-Jul-25	27-Feb-26	
Grade Bldg. Pad		6d	01-Jul-25	08-Jul-25	

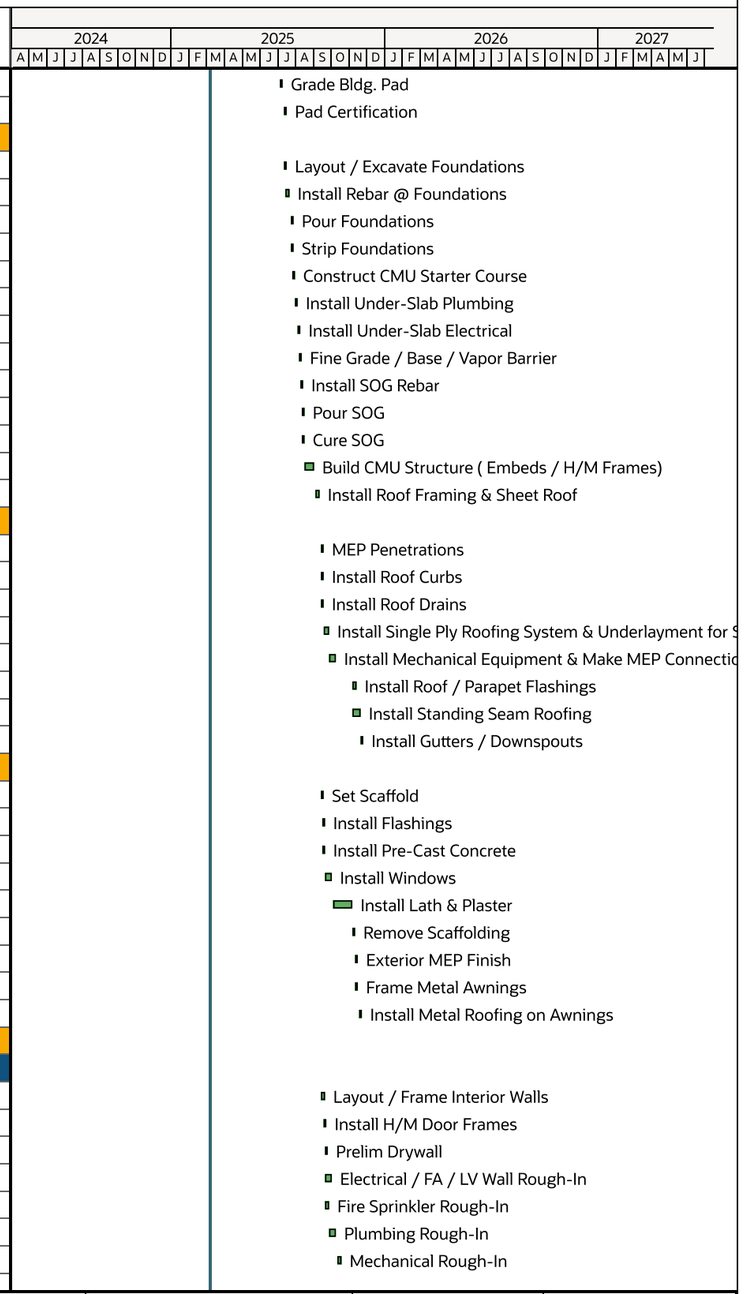


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-1880	Grade Bldg. Pad	5d	01-Jul-25	07-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1890	Pad Certification	1d	08-Jul-25	08-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		44d	09-Jul-25	09-Sep-25	
BSF-1900	Layout / Excavate Foundations	3d	09-Jul-25	11-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1910	Install Rebar @ Foundations	7d	12-Jul-25	19-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1920	Pour Foundations	1d	21-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1930	Strip Foundations	1d	22-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1940	Construct CMU Starter Course	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1950	Install Under-Slab Plumbing	3d	29-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1960	Install Under-Slab Electrical	3d	01-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1970	Fine Grade / Base / Vapor Barrier	2d	05-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1980	Install SOG Rebar	2d	07-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1990	Pour SOG	1d	09-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2000	Cure SOG	3d	10-Aug-25	12-Aug-25	7x8, no holidays - 7x8, no holidays
BSF-2010	Build CMU Structure (Embeds / H/M Frames)	15d	14-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2020	Install Roof Framing & Sheet Roof	7d	02-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	10-Sep-25	22-Nov-25	
BSF-2030	MEP Penetrations	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2040	Install Roof Curbs	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2050	Install Roof Drains	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2060	Install Single Ply Roofing System & Underlayment for SS Roof	8d	16-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2070	Install Mechanical Equipment & Make MEP Connections	10d	25-Sep-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2080	Install Roof / Parapet Flashings	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2090	Install Standing Seam Roofing	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2100	Install Gutters / Downspouts	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	10-Sep-25	20-Nov-25	
BSF-2110	Set Scaffold	3d	10-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2120	Install Flashings	5d	13-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2130	Install Pre-Cast Concrete	5d	13-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2140	Install Windows	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2150	Install Lath & Plaster	30d	01-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2160	Remove Scaffolding	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2170	Exterior MEP Finish	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2180	Frame Metal Awnings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2190	Install Metal Roofing on Awnings	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	10-Sep-25	14-Feb-26	
Framing / MEP Rough-In		52d	10-Sep-25	08-Nov-25	
BSF-2200	Layout / Frame Interior Walls	7d	10-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2210	Install H/M Door Frames	3d	15-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2220	Prelim Drywall	5d	18-Sep-25	23-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2230	Electrical / FA / LV Wall Rough-In	10d	18-Sep-25	29-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2240	Fire Sprinkler Rough-In	7d	18-Sep-25	25-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2250	Plumbing Rough-In	10d	26-Sep-25	07-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2260	Mechanical Rough-In	8d	08-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days

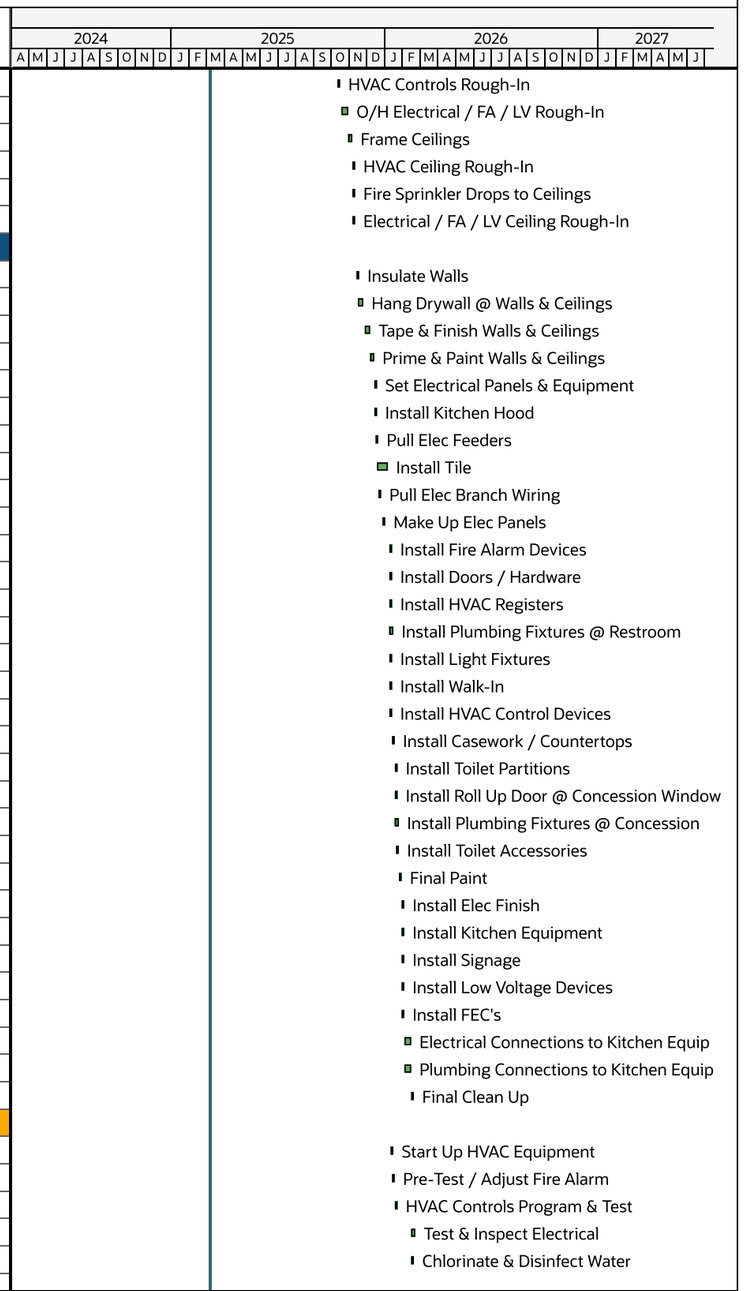


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-2270	HVAC Controls Rough-In	5d	08-Oct-25	13-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2280	O/H Electrical / FA / LV Rough-In	10d	17-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2290	Frame Ceilings	5d	29-Oct-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2300	HVAC Ceiling Rough-In	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2310	Fire Sprinkler Drops to Ceilings	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2320	Electrical / FA / LV Ceiling Rough-In	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	10-Nov-25	14-Feb-26	
BSF-2330	Insulate Walls	3d	10-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2340	Hang Drywall @ Walls & Ceilings	8d	14-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2350	Tape & Finish Walls & Ceilings	8d	24-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2360	Prime & Paint Walls & Ceilings	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2370	Set Electrical Panels & Equipment	2d	11-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2380	Install Kitchen Hood	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2390	Pull Elec Feeders	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2400	Install Tile	15d	17-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2410	Pull Elec Branch Wiring	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2420	Make Up Elec Panels	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2430	Install Fire Alarm Devices	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2440	Install Doors / Hardware	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2450	Install HVAC Registers	3d	06-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2460	Install Plumbing Fixtures @ Restroom	8d	06-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2470	Install Light Fixtures	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2480	Install Walk-In	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2490	Install HVAC Control Devices	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2500	Install Casework / Countertops	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2510	Install Toilet Partitions	3d	15-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2520	Install Roll Up Door @ Concession Window	3d	17-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2530	Install Plumbing Fixtures @ Concession	5d	17-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2540	Install Toilet Accessories	3d	19-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2550	Final Paint	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2560	Install Elec Finish	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2570	Install Kitchen Equipment	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2580	Install Signage	2d	27-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2590	Install Low Voltage Devices	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2600	Install FEC's	2d	27-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2610	Electrical Connections to Kitchen Equip	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2620	Plumbing Connections to Kitchen Equip	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2630	Final Clean Up	2d	13-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	09-Jan-26	27-Feb-26	
BSF-2640	Start Up HVAC Equipment	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2650	Pre-Test / Adjust Fire Alarm	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2660	HVAC Controls Program & Test	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2670	Test & Inspect Electrical	5d	13-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2680	Chlorinate & Disinfect Water	2d	13-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

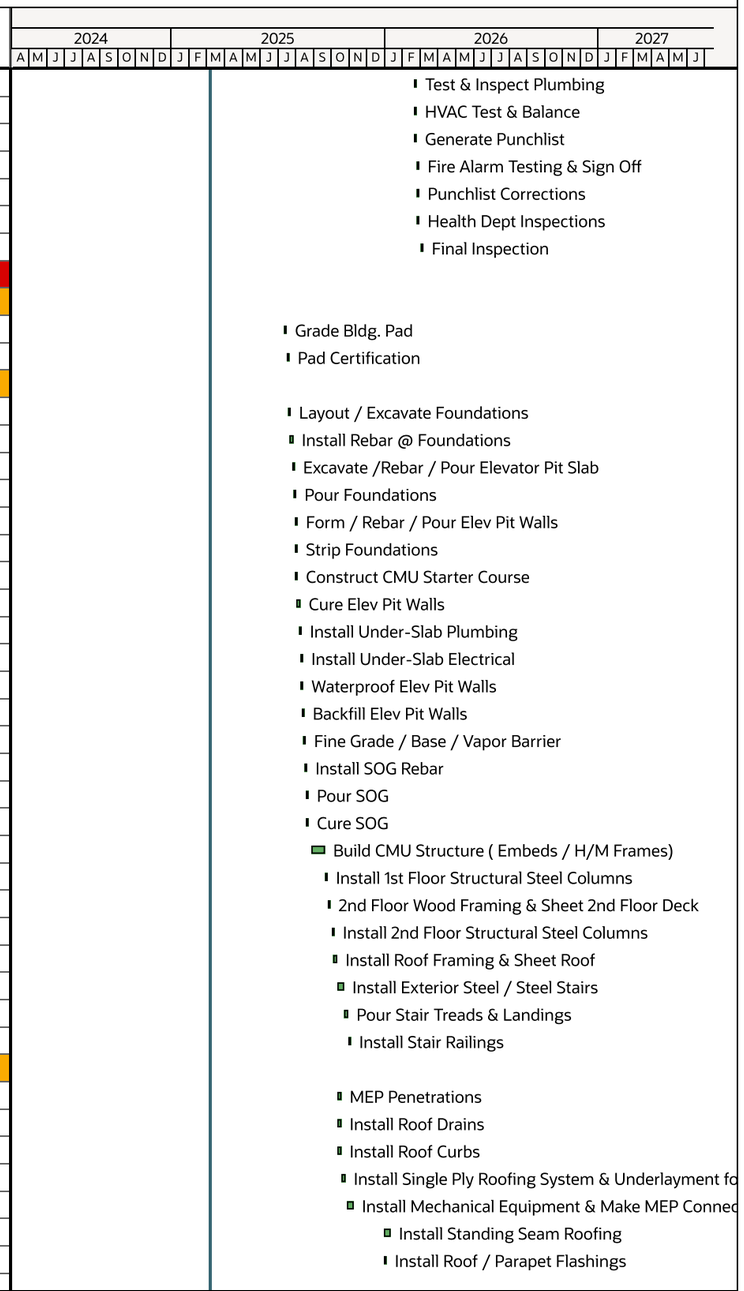


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-2690	Test & Inspect Plumbing	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2700	HVAC Test & Balance	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2710	Generate Punchlist	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2720	Fire Alarm Testing & Sign Off	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2730	Punchlist Corrections	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2740	Health Dept Inspections	2d	21-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2750	Final Inspection	1d	27-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. A Concession Bldg. (Soccer Plaza)		177d	08-Jul-25	19-Mar-26	
Grade Bldg. Pad		6d	08-Jul-25	14-Jul-25	
ASF-1000	Grade Bldg. Pad	5d	08-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1010	Pad Certification	1d	14-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		78d	15-Jul-25	01-Nov-25	
ASF-1020	Layout / Excavate Foundations	3d	15-Jul-25	17-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1030	Install Rebar @ Foundations	7d	18-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1040	Excavate /Rebar / Pour Elevator Pit Slab	3d	24-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1050	Pour Foundations	1d	26-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1060	Form / Rebar / Pour Elev Pit Walls	3d	28-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1070	Strip Foundations	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1080	Construct CMU Starter Course	5d	29-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1090	Cure Elev Pit Walls	7d	31-Jul-25	06-Aug-25	7x8, no holidays - 7x8, no holidays
ASF-1100	Install Under-Slab Plumbing	3d	04-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1110	Install Under-Slab Electrical	3d	07-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1120	Waterproof Elev Pit Walls	1d	07-Aug-25	07-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1130	Backfill Elev Pit Walls	1d	08-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1140	Fine Grade / Base / Vapor Barrier	2d	11-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1150	Install SOG Rebar	2d	13-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1160	Pour SOG	1d	15-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1170	Cure SOG	3d	16-Aug-25	18-Aug-25	7x8, no holidays - 7x8, no holidays
ASF-1180	Build CMU Structure (Embeds / H/M Frames)	20d	26-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1190	Install 1st Floor Structural Steel Columns	3d	19-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1200	2nd Floor Wood Framing & Sheet 2nd Floor Deck	5d	23-Sep-25	27-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1210	Install 2nd Floor Structural Steel Columns	3d	29-Sep-25	01-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1220	Install Roof Framing & Sheet Roof	7d	02-Oct-25	09-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1230	Install Exterior Steel / Steel Stairs	10d	10-Oct-25	21-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1240	Pour Stair Treads & Landings	5d	22-Oct-25	27-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1250	Install Stair Railings	5d	28-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		78d	10-Oct-25	14-Jan-26	
ASF-1260	MEP Penetrations	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1270	Install Roof Drains	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1280	Install Roof Curbs	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1290	Install Single Ply Roofing System & Underlayment for SS Roof	8d	16-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1300	Install Mechanical Equipment & Make MEP Connections	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1310	Install Standing Seam Roofing	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1320	Install Roof / Parapet Flashings	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

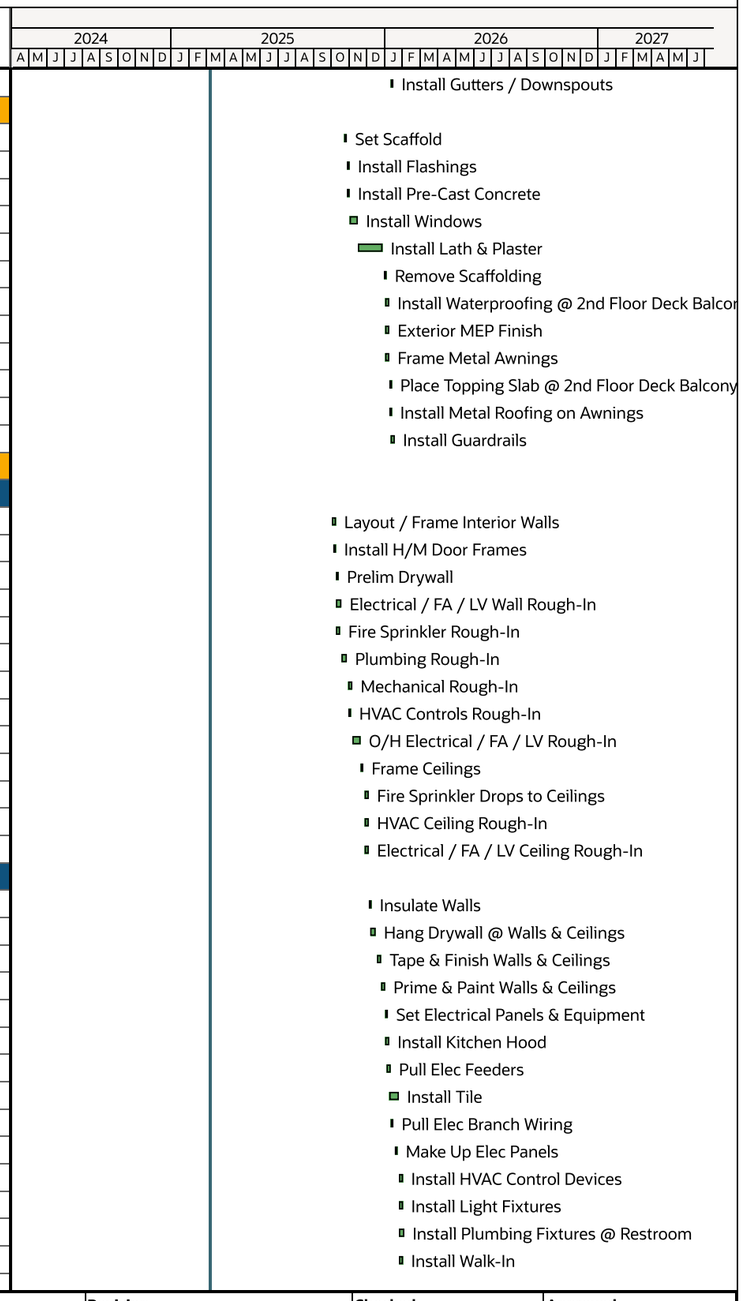


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-1330	Install Gutters / Downspouts	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		71d	22-Oct-25	17-Jan-26	
ASF-1340	Set Scaffold	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1350	Install Flashings	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1360	Install Pre-Cast Concrete	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1370	Install Windows	10d	31-Oct-25	12-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1380	Install Lath & Plaster	35d	13-Nov-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1390	Remove Scaffolding	3d	27-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1400	Install Waterproofing @ 2nd Floor Deck Balcony	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1410	Exterior MEP Finish	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1420	Frame Metal Awnings	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1430	Place Topping Slab @ 2nd Floor Deck Balcony	2d	07-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1440	Install Metal Roofing on Awnings	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1450	Install Guardrails	8d	09-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		131d	29-Sep-25	05-Mar-26	
Framing / MEP Rough-In		52d	29-Sep-25	01-Dec-25	
ASF-1460	Layout / Frame Interior Walls	7d	29-Sep-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1470	Install H/M Door Frames	3d	03-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1480	Prelim Drywall	5d	07-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1490	Electrical / FA / LV Wall Rough-In	10d	07-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1500	Fire Sprinkler Rough-In	7d	07-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1510	Plumbing Rough-In	10d	15-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1520	Mechanical Rough-In	8d	27-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1530	HVAC Controls Rough-In	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1540	O/H Electrical / FA / LV Rough-In	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1550	Frame Ceilings	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1560	Fire Sprinkler Drops to Ceilings	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1570	HVAC Ceiling Rough-In	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1580	Electrical / FA / LV Ceiling Rough-In	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	02-Dec-25	05-Mar-26	
ASF-1590	Insulate Walls	3d	02-Dec-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1600	Hang Drywall @ Walls & Ceilings	8d	05-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1610	Tape & Finish Walls & Ceilings	8d	15-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1620	Prime & Paint Walls & Ceilings	5d	24-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1630	Set Electrical Panels & Equipment	2d	31-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1640	Install Kitchen Hood	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1650	Pull Elec Feeders	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1660	Install Tile	15d	07-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1670	Pull Elec Branch Wiring	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1680	Make Up Elec Panels	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1690	Install HVAC Control Devices	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1700	Install Light Fixtures	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1710	Install Plumbing Fixtures @ Restroom	8d	24-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1720	Install Walk-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

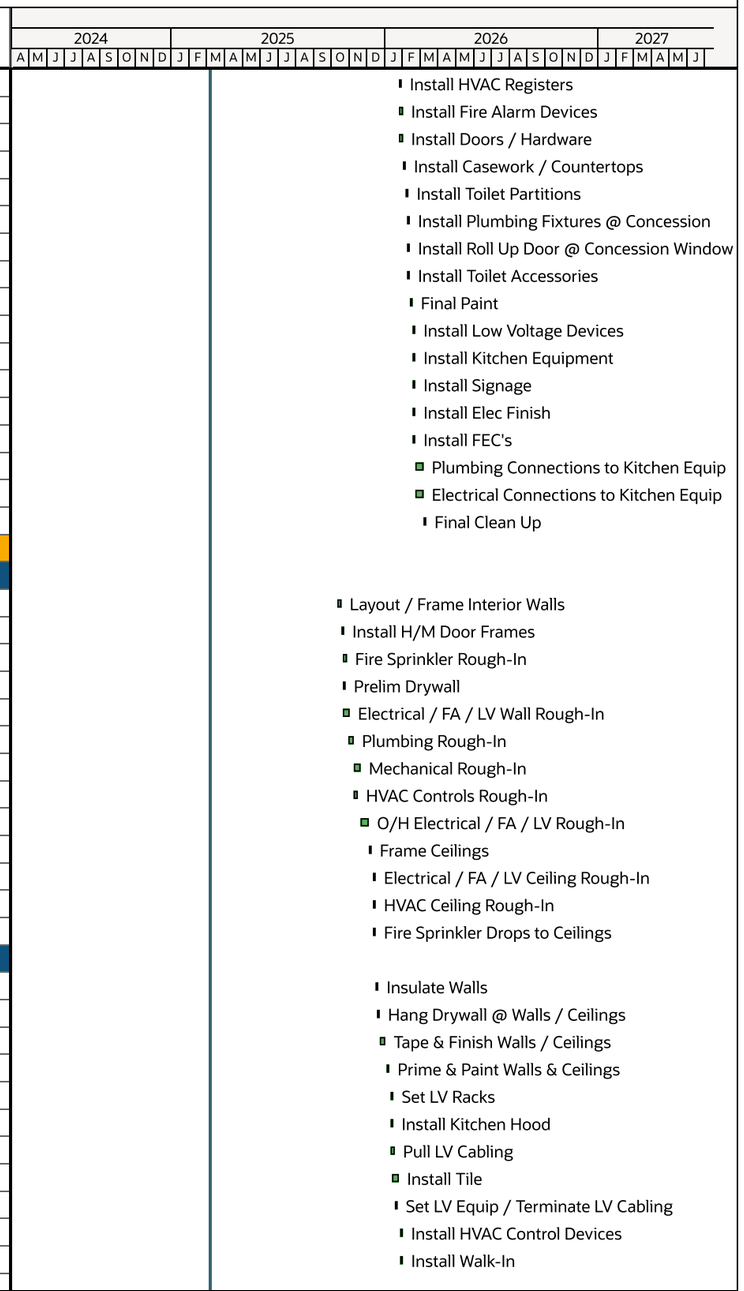


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-1730	Install HVAC Registers	3d	24-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1740	Install Fire Alarm Devices	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1750	Install Doors / Hardware	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1760	Install Casework / Countertops	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1770	Install Toilet Partitions	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1780	Install Plumbing Fixtures @ Concession	5d	05-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1790	Install Roll Up Door @ Concession Window	3d	05-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1800	Install Toilet Accessories	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1810	Final Paint	3d	11-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1820	Install Low Voltage Devices	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1830	Install Kitchen Equipment	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1840	Install Signage	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1850	Install Elec Finish	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1860	Install FEC's	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1870	Plumbing Connections to Kitchen Equip	10d	20-Feb-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1880	Electrical Connections to Kitchen Equip	10d	20-Feb-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1890	Final Clean Up	2d	04-Mar-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
2nd Floor Interior		122d	10-Oct-25	06-Mar-26	
Framing / MEP Rough-In		52d	10-Oct-25	12-Dec-25	
ASF-1900	Layout / Frame Interior Walls	7d	10-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1910	Install H/M Door Frames	3d	15-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1920	Fire Sprinkler Rough-In	7d	18-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1930	Prelim Drywall	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1940	Electrical / FA / LV Wall Rough-In	10d	18-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1950	Plumbing Rough-In	10d	27-Oct-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1960	Mechanical Rough-In	8d	07-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1970	HVAC Controls Rough-In	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1980	O/H Electrical / FA / LV Rough-In	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1990	Frame Ceilings	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2000	Electrical / FA / LV Ceiling Rough-In	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2010	HVAC Ceiling Rough-In	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2020	Fire Sprinkler Drops to Ceilings	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		70d	13-Dec-25	06-Mar-26	
ASF-2030	Insulate Walls	2d	13-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2040	Hang Drywall @ Walls / Ceilings	5d	16-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2050	Tape & Finish Walls / Ceilings	8d	22-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2060	Prime & Paint Walls & Ceilings	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2070	Set LV Racks	2d	08-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2080	Install Kitchen Hood	3d	08-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2090	Pull LV Cabling	5d	10-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2100	Install Tile	12d	12-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2110	Set LV Equip / Terminate LV Cabling	5d	16-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2120	Install HVAC Control Devices	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2130	Install Walk-In	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

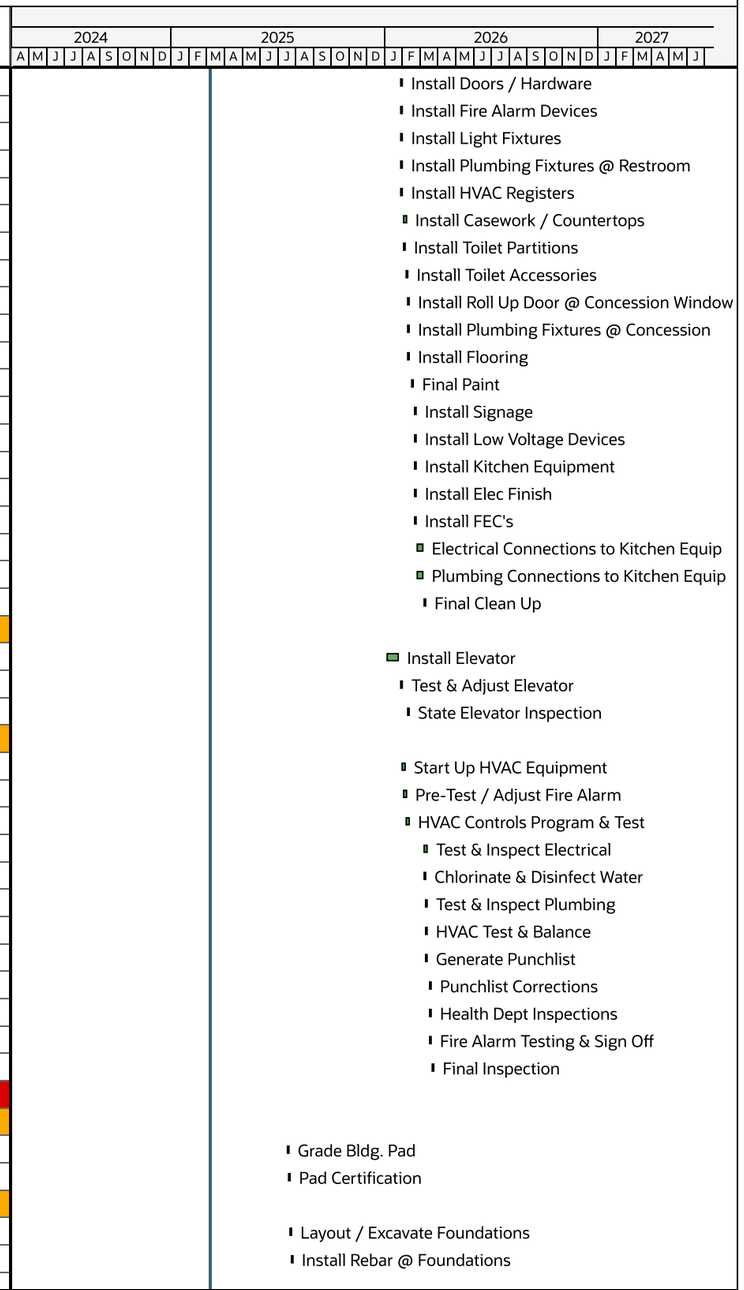


Current
Progress
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-2150	Install Doors / Hardware	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2140	Install Fire Alarm Devices	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2160	Install Light Fixtures	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2170	Install Plumbing Fixtures @ Restroom	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2180	Install HVAC Registers	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2190	Install Casework / Countertops	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2200	Install Toilet Partitions	3d	31-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2210	Install Toilet Accessories	3d	04-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2220	Install Roll Up Door @ Concession Window	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2230	Install Plumbing Fixtures @ Concession	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2240	Install Flooring	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2250	Final Paint	3d	12-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2260	Install Signage	3d	16-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2270	Install Low Voltage Devices	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2280	Install Kitchen Equipment	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2290	Install Elec Finish	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2300	Install FEC's	2d	16-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2310	Electrical Connections to Kitchen Equip	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2320	Plumbing Connections to Kitchen Equip	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2330	Final Clean Up	2d	05-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Elevator		35d	02-Jan-26	11-Feb-26	
ASF-2340	Install Elevator	20d	02-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2350	Test & Adjust Elevator	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2360	State Elevator Inspection	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	29-Jan-26	19-Mar-26	
ASF-2370	Start Up HVAC Equipment	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2380	Pre-Test / Adjust Fire Alarm	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2390	HVAC Controls Program & Test	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2410	Test & Inspect Electrical	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2400	Chlorinate & Disinfect Water	2d	05-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2420	Test & Inspect Plumbing	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2430	HVAC Test & Balance	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2440	Generate Punchlist	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2450	Punchlist Corrections	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2460	Health Dept Inspections	2d	13-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2470	Fire Alarm Testing & Sign Off	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2480	Final Inspection	1d	19-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Small Maint. Building		98d	14-Jul-25	02-Dec-25	
Grade Bldg. Pad		4d	14-Jul-25	17-Jul-25	
SM-1000	Grade Bldg. Pad	3d	14-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1010	Pad Certification	1d	17-Jul-25	17-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		52d	18-Jul-25	30-Sep-25	
SM-1020	Layout / Excavate Foundations	3d	18-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1030	Install Rebar @ Foundations	5d	22-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

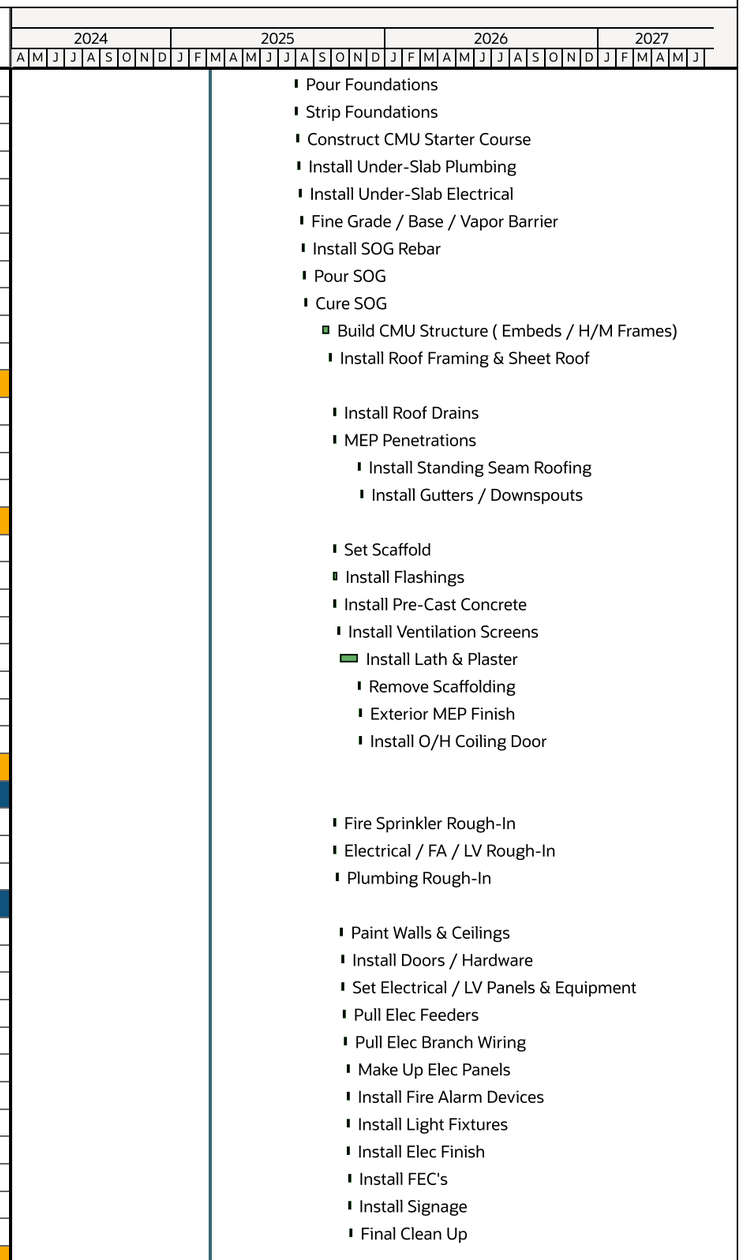


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SM-1040	Pour Foundations	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1050	Strip Foundations	1d	29-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1060	Construct CMU Starter Course	3d	30-Jul-25	01-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1070	Install Under-Slab Plumbing	2d	02-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1080	Install Under-Slab Electrical	2d	05-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1090	Fine Grade / Base / Vapor Barrier	2d	07-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1100	Install SOG Rebar	2d	09-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1110	Pour SOG	1d	12-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1120	Cure SOG	3d	13-Aug-25	15-Aug-25	7x8, no holidays - 7x8, no holidays
SM-1130	Build CMU Structure (Embeds / H/M Frames)	10d	13-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1140	Install Roof Framing & Sheet Roof	5d	25-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		43d	01-Oct-25	20-Nov-25	
SM-1150	Install Roof Drains	3d	01-Oct-25	03-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1160	MEP Penetrations	3d	01-Oct-25	03-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1170	Install Standing Seam Roofing	5d	13-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1180	Install Gutters / Downspouts	2d	19-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		43d	01-Oct-25	20-Nov-25	
SM-1190	Set Scaffold	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1200	Install Flashings	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1210	Install Pre-Cast Concrete	3d	03-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1220	Install Ventilation Screens	4d	09-Oct-25	13-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1230	Install Lath & Plaster	25d	14-Oct-25	12-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1240	Remove Scaffolding	2d	13-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1250	Exterior MEP Finish	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1260	Install O/H Coiling Door	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		28d	01-Oct-25	01-Nov-25	
Framing / MEP Rough-In		10d	01-Oct-25	11-Oct-25	
SM-1270	Fire Sprinkler Rough-In	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1280	Electrical / FA / LV Rough-In	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1290	Plumbing Rough-In	5d	07-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		18d	13-Oct-25	01-Nov-25	
SM-1300	Paint Walls & Ceilings	3d	13-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1310	Install Doors / Hardware	3d	16-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1330	Set Electrical / LV Panels & Equipment	2d	16-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1340	Pull Elec Feeders	3d	18-Oct-25	21-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1350	Pull Elec Branch Wiring	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1360	Make Up Elec Panels	4d	25-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1320	Install Fire Alarm Devices	3d	25-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1370	Install Light Fixtures	3d	25-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1380	Install Elec Finish	2d	25-Oct-25	27-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1390	Install FEC's	2d	29-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1400	Install Signage	2d	29-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1410	Final Clean Up	2d	31-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		26d	30-Oct-25	02-Dec-25	



Current
Progress
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SM-1420	Fire Alarm Testing & Sign Off	2d	30-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1430	Generate Punchlist	2d	21-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1440	Test & Inspect Electrical	2d	21-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1450	Punchlist Corrections	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1460	Final Inspection	1d	02-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Areas		128d	18-Nov-25	20-Apr-26	
Plaza Between Soccer Fields 9,10,5,6		108d	18-Nov-25	27-Mar-26	
PLZS-1000	Excavate / Rebar / Pour Retaining Wall Footings	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1010	Construct Retaining Walls	7d	24-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1020	Install Drainage / Backfill Retaining Walls	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1030	Site Grading	2d	31-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1040	Irrigation Sleeves / Mains	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1050	Install U/G Electrical for Site Lights	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1060	Construct Seat Walls	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1070	Place Light Pole Foundations	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1080	Fine Grade for Paving	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1090	Concrete Paving / Bands	10d	10-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1100	Install Pavers	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1110	Install Site Lighting	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1120	Install Irrigation / Landscaping	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1130	Generate Punch List / WTC List	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1140	Punch List Complete	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 11,12,7,8		113d	24-Nov-25	08-Apr-26	
PLZS-1150	Excavate / Rebar / Pour Retaining Wall Footings	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1160	Construct Retaining Walls	7d	02-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1170	Install Drainage / Backfill Retaining Walls	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1180	Site Grading	3d	03-Jan-26	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1190	Install U/G Electrical for Site Lights	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1200	Irrigation Sleeves / Mains	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1210	Place Light Pole Foundations	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1220	Construct Seat Walls	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1230	Fine Grade	3d	18-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1240	Concrete Paving / Bands	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1250	Install Pavers	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1260	Install Site Lighting	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1270	Install Irrigation / Landscaping	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1280	Generate Punch List / WTC List	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1290	Punch List Complete	5d	03-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 6,7,2,3		75d	23-Jan-26	20-Apr-26	
PLZS-1300	Site Grading	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1310	Install U/G Electrical for Site Lights	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1320	Irrigation Sleeves / Mains	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1330	Place Light Pole Foundations	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1340	Construct Seat Walls	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

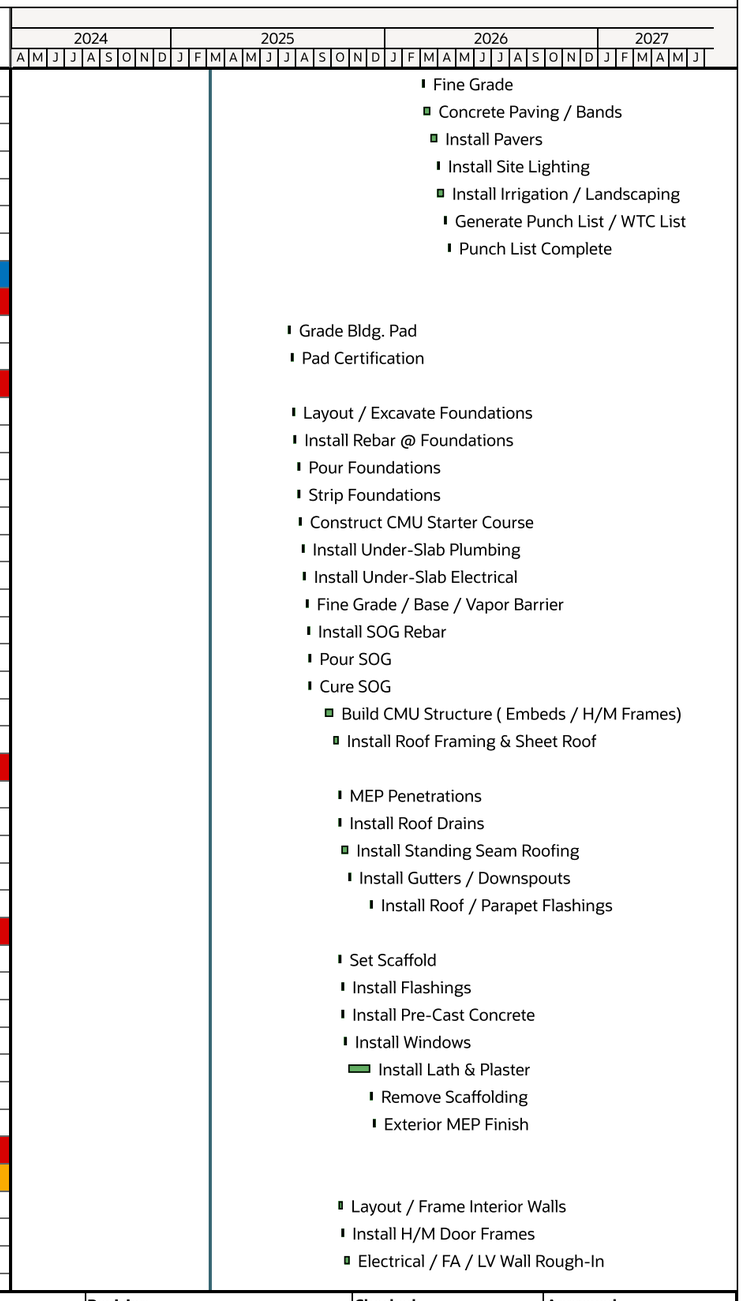


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLZS-1350	Fine Grade	3d	02-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1360	Concrete Paving / Bands	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1370	Install Pavers	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1380	Install Site Lighting	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1390	Install Irrigation / Landscaping	10d	28-Mar-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1400	Generate Punch List / WTC List	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1410	Punch List Complete	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Restroom Building		168d	17-Jul-25	17-Mar-26	
Grade Bldg. Pad		5d	17-Jul-25	22-Jul-25	
RR-1000	Grade Bldg. Pad	4d	17-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1010	Pad Certification	1d	22-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		57d	23-Jul-25	10-Oct-25	
RR-1020	Layout / Excavate Foundations	3d	23-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1030	Install Rebar @ Foundations	5d	26-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1040	Pour Foundations	1d	01-Aug-25	01-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1050	Strip Foundations	1d	02-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1060	Construct CMU Starter Course	4d	04-Aug-25	07-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1070	Install Under-Slab Plumbing	3d	08-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1080	Install Under-Slab Electrical	3d	12-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1090	Fine Grade / Base / Vapor Barrier	2d	15-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1100	Install SOG Rebar	2d	18-Aug-25	19-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1110	Pour SOG	1d	20-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1120	Cure SOG	3d	21-Aug-25	23-Aug-25	7x8, no holidays - 7x8, no holidays
RR-1130	Build CMU Structure (Embeds / H/M Frames)	12d	19-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1140	Install Roof Framing & Sheet Roof	7d	03-Oct-25	10-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		48d	11-Oct-25	09-Dec-25	
RR-1150	MEP Penetrations	5d	11-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1160	Install Roof Drains	5d	11-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1170	Install Standing Seam Roofing	10d	17-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1180	Install Gutters / Downspouts	3d	29-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1190	Install Roof / Parapet Flashings	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		51d	11-Oct-25	12-Dec-25	
RR-1200	Set Scaffold	3d	11-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1210	Install Flashings	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1220	Install Pre-Cast Concrete	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1230	Install Windows	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1240	Install Lath & Plaster	30d	27-Oct-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1250	Remove Scaffolding	3d	04-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1260	Exterior MEP Finish	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		119d	11-Oct-25	04-Mar-26	
Framing / MEP Rough-In		50d	11-Oct-25	11-Dec-25	
RR-1270	Layout / Frame Interior Walls	7d	11-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1280	Install H/M Door Frames	3d	16-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1290	Electrical / FA / LV Wall Rough-In	10d	20-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days



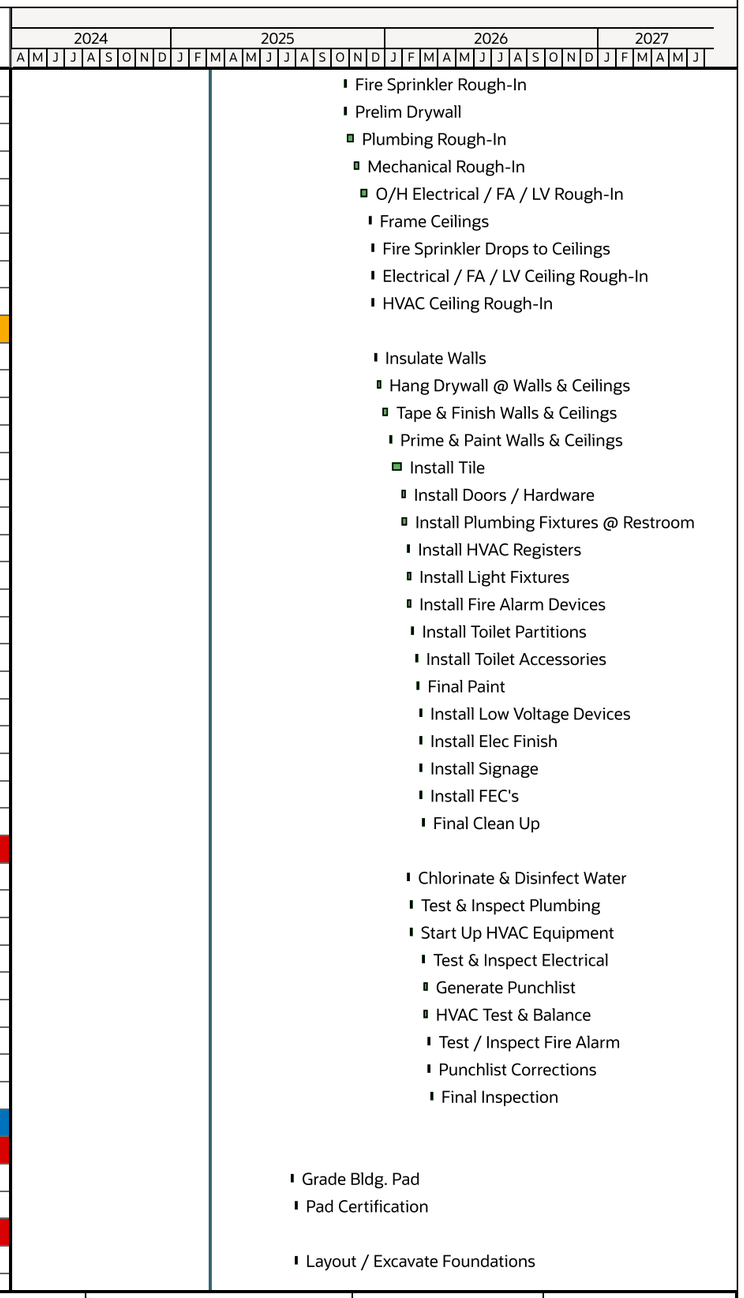
Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

800

ID	Name	Dur	Start	Finish	Calendar
RR-1300	Fire Sprinkler Rough-In	5d	20-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1310	Prelim Drywall	5d	20-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1320	Plumbing Rough-In	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1330	Mechanical Rough-In	8d	06-Nov-25	15-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1340	O/H Electrical / FA / LV Rough-In	10d	17-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1350	Frame Ceilings	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1360	Fire Sprinkler Drops to Ceilings	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1370	Electrical / FA / LV Ceiling Rough-In	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1380	HVAC Ceiling Rough-In	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		69d	12-Dec-25	04-Mar-26	
RR-1390	Insulate Walls	3d	12-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1400	Hang Drywall @ Walls & Ceilings	8d	16-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1410	Tape & Finish Walls & Ceilings	8d	26-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1420	Prime & Paint Walls & Ceilings	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1430	Install Tile	15d	12-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1440	Install Doors / Hardware	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1450	Install Plumbing Fixtures @ Restroom	8d	29-Jan-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1460	Install HVAC Registers	3d	07-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1470	Install Light Fixtures	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1480	Install Fire Alarm Devices	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1490	Install Toilet Partitions	4d	13-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1500	Install Toilet Accessories	3d	18-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1510	Final Paint	3d	21-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1520	Install Low Voltage Devices	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1530	Install Elec Finish	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1540	Install Signage	2d	25-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1550	Install FEC's	2d	25-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1560	Final Clean Up	2d	03-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		33d	07-Feb-26	17-Mar-26	
RR-1570	Chlorinate & Disinfect Water	2d	07-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1580	Test & Inspect Plumbing	5d	10-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1590	Start Up HVAC Equipment	3d	11-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1600	Test & Inspect Electrical	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1610	Generate Punchlist	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1620	HVAC Test & Balance	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1640	Test / Inspect Fire Alarm	3d	11-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1630	Punchlist Corrections	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1650	Final Inspection	1d	17-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Green Room / IT / Security Building		188d	22-Jul-25	18-Apr-26	
Grade Bldg. Pad		6d	22-Jul-25	28-Jul-25	
IT-1000	Grade Bldg. Pad	5d	22-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1010	Pad Certification	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		57d	29-Jul-25	16-Oct-25	
IT-1020	Layout / Excavate Foundations	3d	29-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

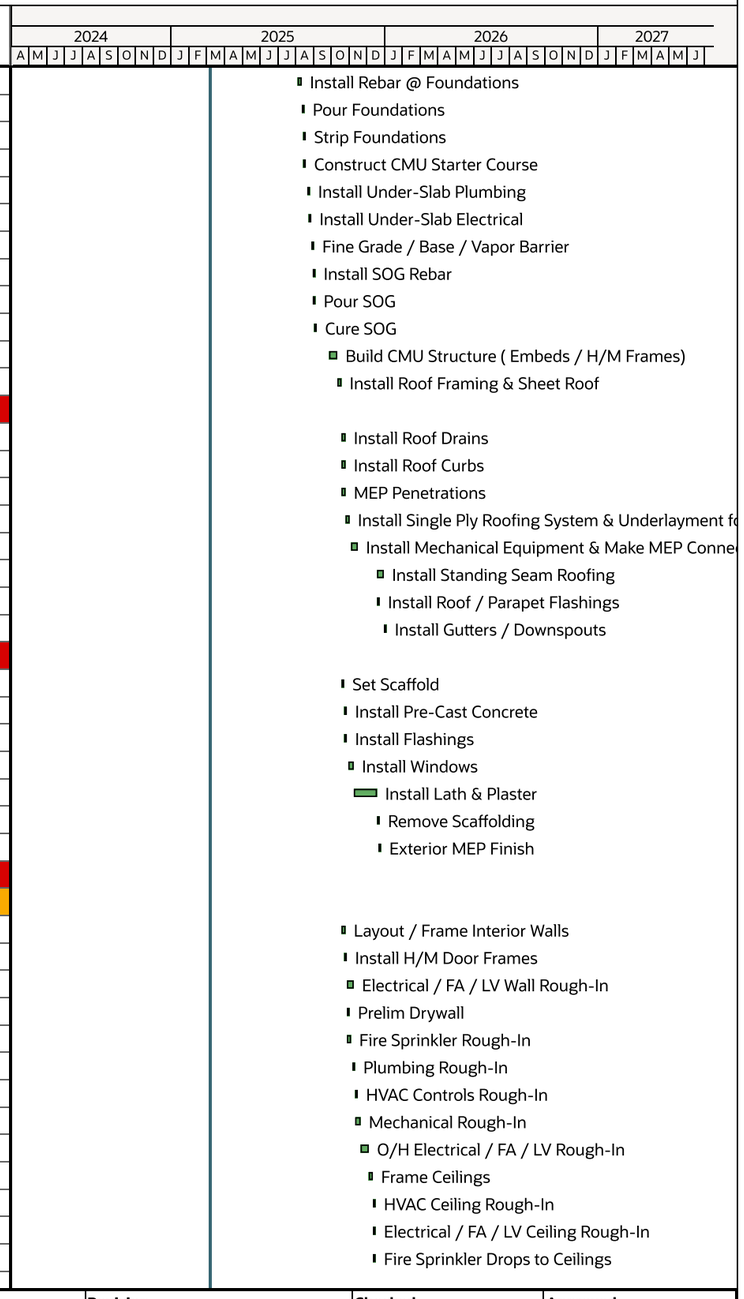


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
IT-1030	Install Rebar @ Foundations	7d	01-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1040	Pour Foundations	1d	09-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1050	Strip Foundations	1d	11-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1060	Construct CMU Starter Course	5d	12-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1070	Install Under-Slab Plumbing	3d	18-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1080	Install Under-Slab Electrical	3d	21-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1090	Fine Grade / Base / Vapor Barrier	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1100	Install SOG Rebar	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1110	Pour SOG	1d	29-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1120	Cure SOG	3d	30-Aug-25	01-Sep-25	7x8, no holidays - 7x8, no holidays
IT-1130	Build CMU Structure (Embeds / H/M Frames)	12d	25-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1140	Install Roof Framing & Sheet Roof	7d	09-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		61d	17-Oct-25	31-Dec-25	
IT-1150	Install Roof Drains	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1160	Install Roof Curbs	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1170	MEP Penetrations	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	23-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1190	Install Mechanical Equipment & Make MEP Connections	10d	01-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1200	Install Standing Seam Roofing	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1210	Install Roof / Parapet Flashings	5d	16-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1220	Install Gutters / Downspouts	3d	29-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		56d	17-Oct-25	24-Dec-25	
IT-1230	Set Scaffold	3d	17-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1240	Install Pre-Cast Concrete	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1250	Install Flashings	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1260	Install Windows	10d	27-Oct-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1270	Install Lath & Plaster	30d	07-Nov-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1280	Remove Scaffolding	3d	16-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1290	Exterior MEP Finish	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		147d	17-Oct-25	11-Apr-26	
Framing / MEP Rough-In		47d	17-Oct-25	13-Dec-25	
IT-1300	Layout / Frame Interior Walls	7d	17-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1310	Install H/M Door Frames	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1320	Electrical / FA / LV Wall Rough-In	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1330	Prelim Drywall	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1340	Fire Sprinkler Rough-In	7d	25-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1350	Plumbing Rough-In	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1360	HVAC Controls Rough-In	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1370	Mechanical Rough-In	8d	08-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1380	O/H Electrical / FA / LV Rough-In	10d	19-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1390	Frame Ceilings	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1400	HVAC Ceiling Rough-In	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1410	Electrical / FA / LV Ceiling Rough-In	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1420	Fire Sprinkler Drops to Ceilings	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

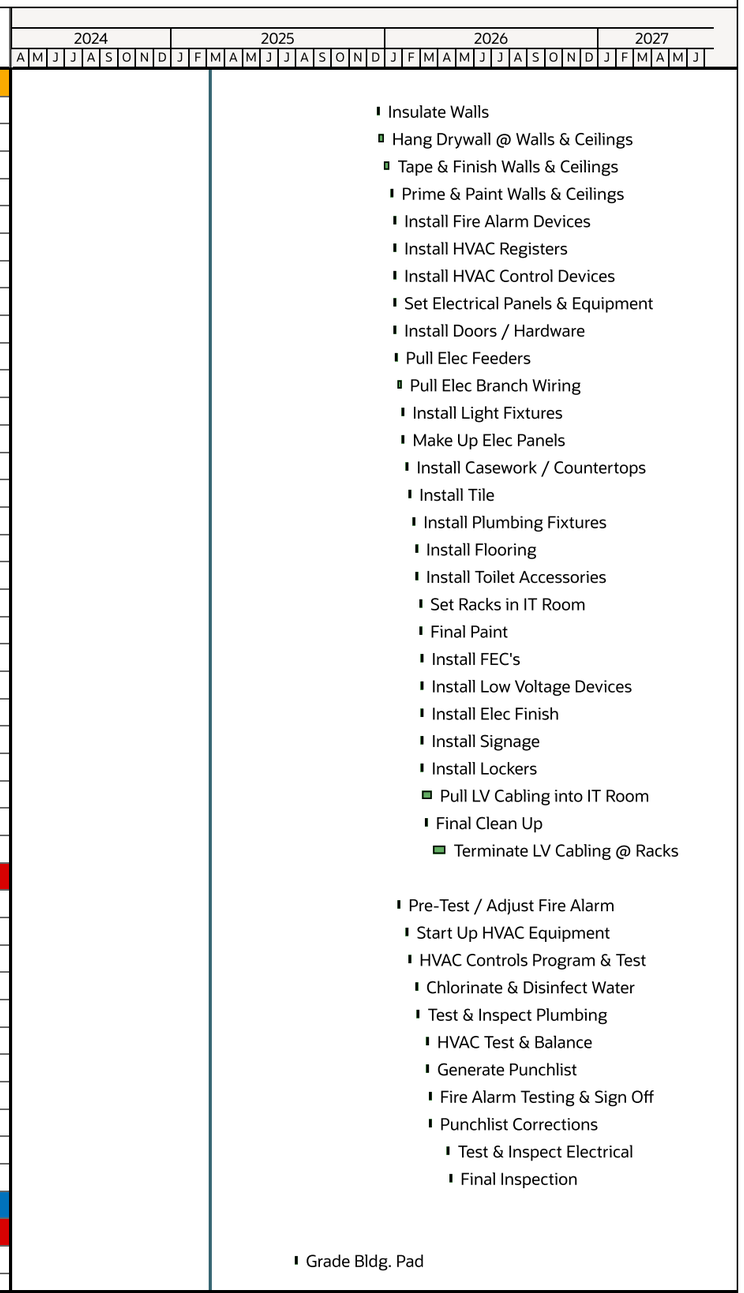


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
General Finishes		100d	15-Dec-25	11-Apr-26	
IT-1430	Insulate Walls	3d	15-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1440	Hang Drywall @ Walls & Ceilings	8d	18-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1450	Tape & Finish Walls & Ceilings	8d	29-Dec-25	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1460	Prime & Paint Walls & Ceilings	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1470	Install Fire Alarm Devices	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1480	Install HVAC Registers	3d	14-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1490	Install HVAC Control Devices	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1500	Set Electrical Panels & Equipment	2d	14-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1510	Install Doors / Hardware	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1520	Pull Elec Feeders	5d	16-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1530	Pull Elec Branch Wiring	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1540	Install Light Fixtures	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1550	Make Up Elec Panels	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1560	Install Casework / Countertops	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1570	Install Tile	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1580	Install Plumbing Fixtures	4d	14-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1590	Install Flooring	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1600	Install Toilet Accessories	2d	19-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1610	Set Racks in IT Room	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1620	Final Paint	3d	25-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1630	Install FEC's	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1640	Install Low Voltage Devices	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1650	Install Elec Finish	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1660	Install Signage	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1670	Install Lockers	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1680	Pull LV Cabling into IT Room	15d	03-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1690	Final Clean Up	2d	06-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1700	Terminate LV Cabling @ Racks	20d	20-Mar-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		77d	20-Jan-26	18-Apr-26	
IT-1710	Pre-Test / Adjust Fire Alarm	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1720	Start Up HVAC Equipment	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1730	HVAC Controls Program & Test	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1740	Chlorinate & Disinfect Water	2d	19-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1750	Test & Inspect Plumbing	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1760	HVAC Test & Balance	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1770	Generate Punchlist	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1780	Fire Alarm Testing & Sign Off	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1790	Punchlist Corrections	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1800	Test & Inspect Electrical	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1810	Final Inspection	1d	18-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Ticket Booths		104d	28-Jul-25	24-Dec-25	
Grade Bldg. Pad		4d	28-Jul-25	31-Jul-25	
TB-1000	Grade Bldg. Pad	3d	28-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

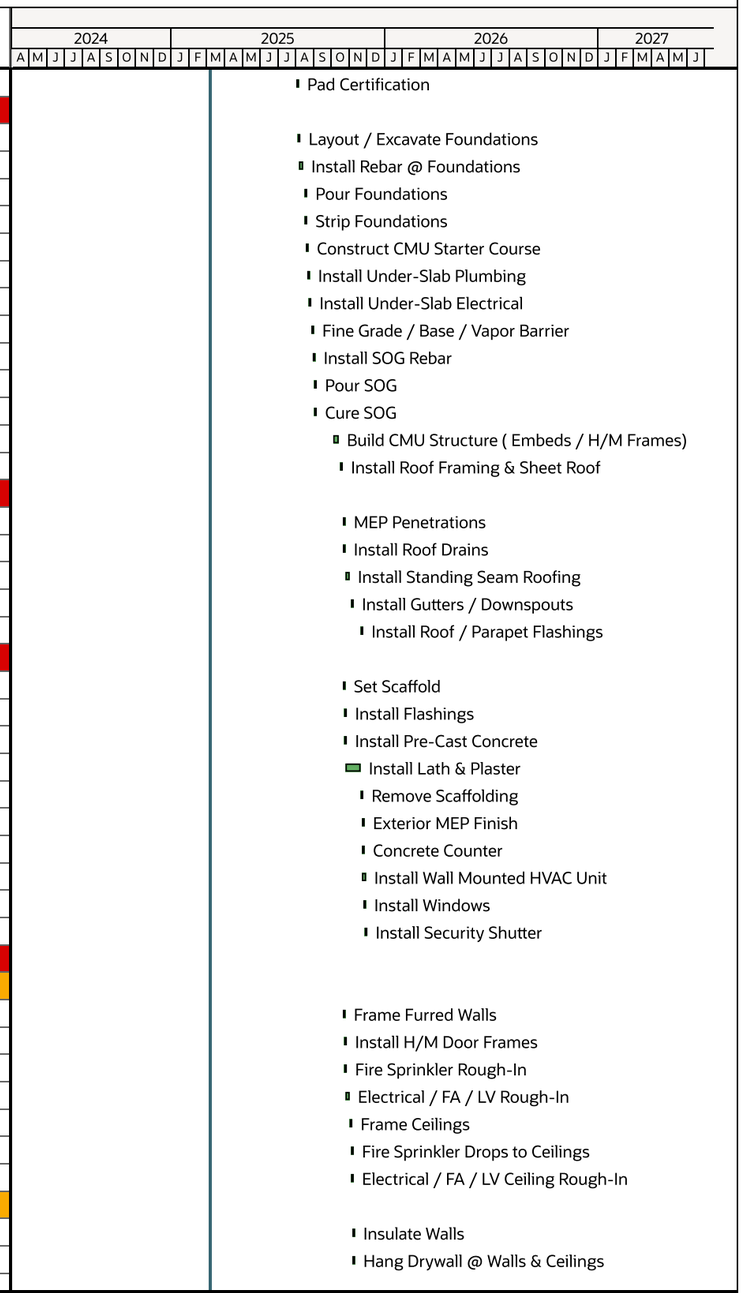


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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
TB-1010	Pad Certification	1d	31-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		55d	01-Aug-25	17-Oct-25	
TB-1020	Layout / Excavate Foundations	3d	01-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1030	Install Rebar @ Foundations	7d	05-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1040	Pour Foundations	1d	13-Aug-25	13-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1050	Strip Foundations	1d	14-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1060	Construct CMU Starter Course	3d	15-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1070	Install Under-Slab Plumbing	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1080	Install Under-Slab Electrical	3d	22-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1090	Fine Grade / Base / Vapor Barrier	2d	26-Aug-25	27-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1100	Install SOG Rebar	2d	28-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1110	Pour SOG	1d	30-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1120	Cure SOG	3d	31-Aug-25	02-Sep-25	7x8, no holidays - 7x8, no holidays
TB-1130	Build CMU Structure (Embeds / H/M Frames)	10d	01-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1140	Install Roof Framing & Sheet Roof	5d	13-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		28d	18-Oct-25	20-Nov-25	
TB-1150	MEP Penetrations	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1160	Install Roof Drains	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1170	Install Standing Seam Roofing	7d	24-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1180	Install Gutters / Downspouts	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1190	Install Roof / Parapet Flashings	3d	18-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		27d	18-Oct-25	26-Nov-25	
TB-1200	Set Scaffold	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1210	Install Flashings	2d	21-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1220	Install Pre-Cast Concrete	3d	21-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1230	Install Lath & Plaster	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1240	Remove Scaffolding	2d	18-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1250	Exterior MEP Finish	2d	20-Nov-25	21-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1260	Concrete Counter	2d	20-Nov-25	21-Nov-25	5x8, with holidays - 5x8, with holidays
TB-1270	Install Wall Mounted HVAC Unit	5d	20-Nov-25	26-Nov-25	5x8, with holidays - 5x8, with holidays
TB-1280	Install Windows	2d	22-Nov-25	24-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1290	Install Security Shutter	1d	25-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		51d	18-Oct-25	19-Dec-25	
Framing / MEP Rough-In		14d	18-Oct-25	03-Nov-25	
TB-1300	Frame Furred Walls	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1310	Install H/M Door Frames	1d	20-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1320	Fire Sprinkler Rough-In	3d	21-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1330	Electrical / FA / LV Rough-In	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1340	Frame Ceilings	2d	30-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1350	Fire Sprinkler Drops to Ceilings	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1360	Electrical / FA / LV Ceiling Rough-In	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		37d	04-Nov-25	19-Dec-25	
TB-1370	Insulate Walls	1d	04-Nov-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1380	Hang Drywall @ Walls & Ceilings	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

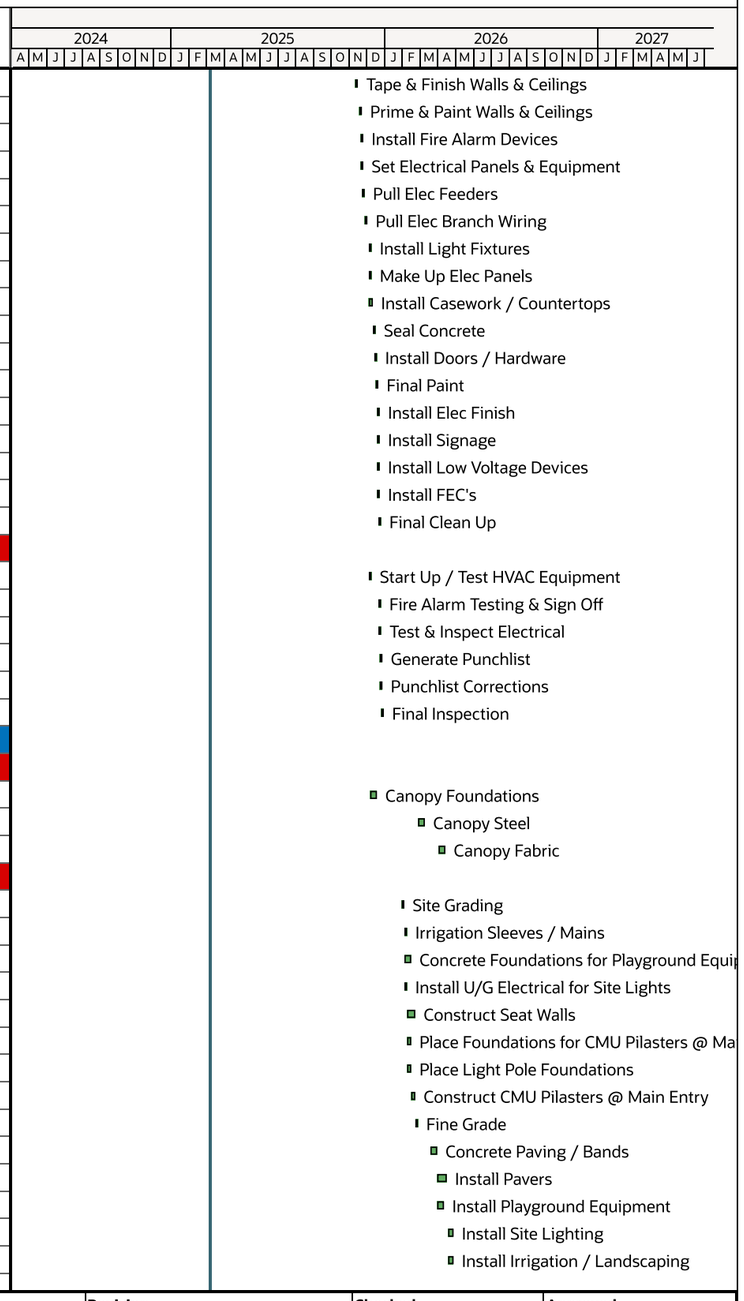


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
TB-1390	Tape & Finish Walls & Ceilings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1400	Prime & Paint Walls & Ceilings	3d	15-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1410	Install Fire Alarm Devices	2d	19-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1420	Set Electrical Panels & Equipment	1d	19-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1430	Pull Elec Feeders	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1440	Pull Elec Branch Wiring	2d	26-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1450	Install Light Fixtures	2d	01-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1460	Make Up Elec Panels	2d	01-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1470	Install Casework / Countertops	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1480	Seal Concrete	2d	09-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1490	Install Doors / Hardware	2d	11-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1500	Final Paint	2d	13-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1510	Install Elec Finish	2d	16-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1520	Install Signage	1d	16-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1530	Install Low Voltage Devices	2d	16-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1540	Install FEC's	1d	16-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1550	Final Clean Up	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		19d	03-Dec-25	24-Dec-25	
TB-1560	Start Up / Test HVAC Equipment	1d	03-Dec-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1570	Fire Alarm Testing & Sign Off	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1580	Test & Inspect Electrical	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1590	Generate Punchlist	1d	20-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1600	Punchlist Corrections	2d	22-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1610	Final Inspection	1d	24-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Family Activity Area		131d	05-Dec-25	08-May-26	
Canopies - Family Activity Area		107d	05-Dec-25	10-Apr-26	
FAM-1000	Canopy Foundations	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1010	Canopy Steel	10d	24-Feb-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1020	Canopy Fabric	10d	31-Mar-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Family Activity Area Plaza		88d	27-Jan-26	08-May-26	
FAM-1030	Site Grading	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1040	Irrigation Sleeves / Mains	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1055	Concrete Foundations for Playground Equipment	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1050	Install U/G Electrical for Site Lights	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1060	Construct Seat Walls	10d	07-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1070	Place Foundations for CMU Pilasters @ Main Entry	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1080	Place Light Pole Foundations	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1090	Construct CMU Pilasters @ Main Entry	5d	13-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1100	Fine Grade	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1110	Concrete Paving / Bands	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1120	Install Pavers	15d	28-Mar-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1130	Install Playground Equipment	10d	28-Mar-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1140	Install Site Lighting	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1150	Install Irrigation / Landscaping	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days



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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FAM-1170	Install Signage @ Mian Entry	3d	24-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1180	Generate Punch List / WTC List	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1190	Punch List Complete	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Facilities		275d	25-Jun-25	25-Jul-26	
Baseball Field 2		154d	25-Jun-25	04-Feb-26	
Grading		45d	25-Jun-25	19-Aug-25	
BF-1000	Rough Grade	5d	25-Jun-25	01-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3320	Fine Grade / Final Survey / Acceptance	1d	01-Jul-25	01-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1105	Cement Treatment	5d	13-Aug-25	19-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	22-Sep-25	03-Oct-25	
BF-1020	Install Dry Utilities	10d	22-Sep-25	03-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	24-Oct-25	05-Nov-25	
BF-1010	Install Wet Utilities (SS,W,SD)	10d	24-Oct-25	05-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	03-Oct-25	14-Oct-25	
BF-1030	Place Musco Light Pole Bases	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1040	Install Musco Lighting	5d	09-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	05-Nov-25	01-Dec-25	
BF-1050	Install Fence Posts / Foundations	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1055	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	12-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	18-Nov-25	04-Feb-26	
BF-1060	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	18-Nov-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1070	Install Synthetic Turf	32d	19-Dec-25	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1080	Generate Punch List / WTC List	2d	28-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1090	Punch List Complete	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		55d	05-Nov-25	13-Jan-26	
BF-1100	Place Foundations / Steel for Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1110	Install Scoreboard	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1120	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 1		167d	01-Jul-25	27-Feb-26	
Grading		45d	01-Jul-25	25-Aug-25	
BF-1130	Rough Grade	5d	01-Jul-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3330	Fine Grade / Final Survey / Acceptance	1d	09-Jul-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1135	Cement Treatment	5d	19-Aug-25	25-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	03-Oct-25	15-Oct-25	
BF-1150	Install Dry Utilities	10d	03-Oct-25	15-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	05-Nov-25	18-Nov-25	
BF-1140	Install Wet Utilities (SS,W,SD)	10d	05-Nov-25	18-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	15-Oct-25	25-Oct-25	
BF-1160	Place Musco Light Pole Bases	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1170	Install Musco Lighting	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	18-Nov-25	12-Dec-25	
BF-1180	Install Fence Posts / Foundations	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1185	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	24-Nov-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	13-Dec-25	27-Feb-26	

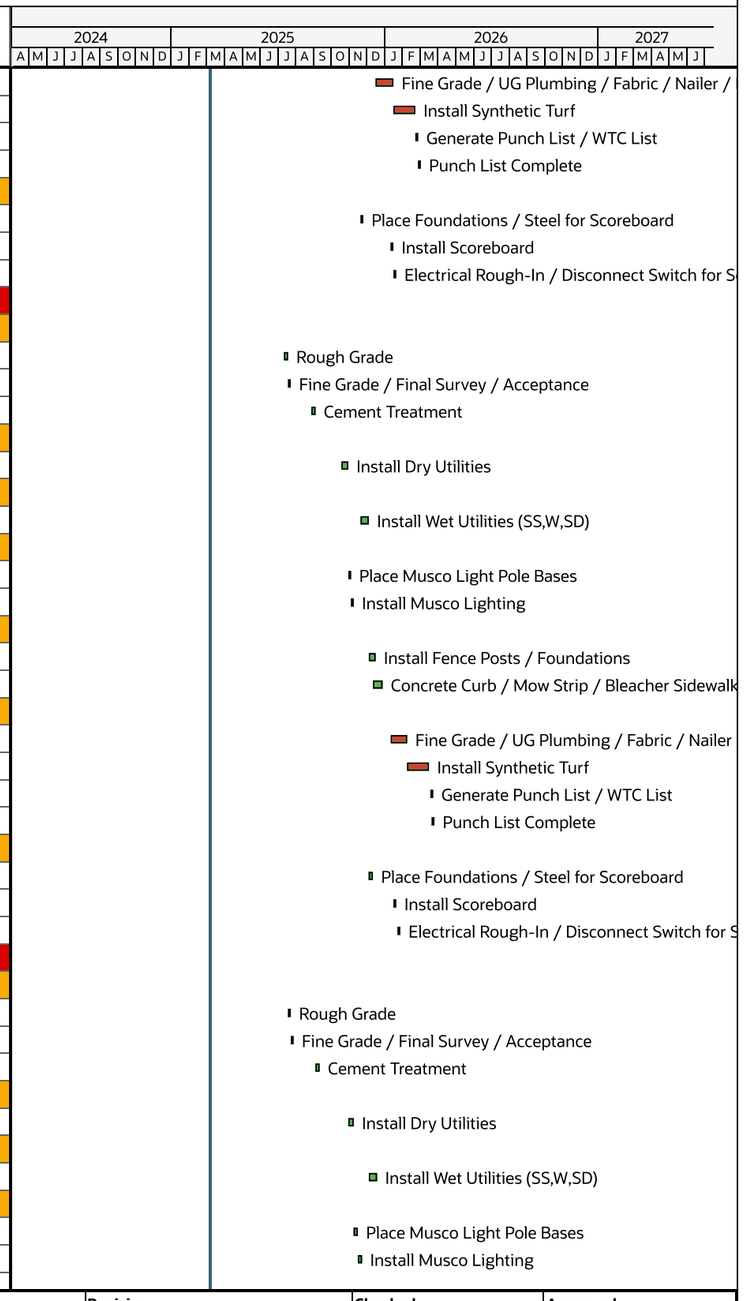


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BF-1190	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	13-Dec-25	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1200	Install Synthetic Turf	32d	14-Jan-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1210	Generate Punch List / WTC List	2d	20-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1220	Punch List Complete	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		50d	18-Nov-25	19-Jan-26	
BF-1230	Place Foundations / Steel for Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1240	Install Scoreboard	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1250	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 5		178d	09-Jul-25	23-Mar-26	
Grading		45d	09-Jul-25	02-Sep-25	
BF-1260	Rough Grade	5d	09-Jul-25	15-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3340	Fine Grade / Final Survey / Acceptance	1d	15-Jul-25	15-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1265	Cement Treatment	5d	25-Aug-25	02-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	15-Oct-25	27-Oct-25	
BF-1280	Install Dry Utilities	10d	15-Oct-25	27-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	18-Nov-25	03-Dec-25	
BF-1270	Install Wet Utilities (SS,W,SD)	10d	18-Nov-25	03-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	27-Oct-25	06-Nov-25	
BF-1290	Place Musco Light Pole Bases	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1300	Install Musco Lighting	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	03-Dec-25	26-Dec-25	
BF-1310	Install Fence Posts / Foundations	10d	03-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1315	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	09-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	08-Jan-26	23-Mar-26	
BF-1320	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	08-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1330	Install Synthetic Turf	32d	06-Feb-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1340	Generate Punch List / WTC List	2d	16-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1350	Punch List Complete	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		44d	03-Dec-25	24-Jan-26	
BF-1360	Place Foundations / Steel for Scoreboard	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1370	Install Scoreboard	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1380	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 8		191d	15-Jul-25	15-Apr-26	
Grading		45d	15-Jul-25	08-Sep-25	
BF-1390	Rough Grade	5d	15-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3350	Fine Grade / Final Survey / Acceptance	1d	21-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1395	Cement Treatment	5d	02-Sep-25	08-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Oct-25	07-Nov-25	
BF-1410	Install Dry Utilities	10d	27-Oct-25	07-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	03-Dec-25	15-Dec-25	
BF-1400	Install Wet Utilities (SS,W,SD)	10d	03-Dec-25	15-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	07-Nov-25	19-Nov-25	
BF-1420	Place Musco Light Pole Bases	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1430	Install Musco Lighting	5d	14-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

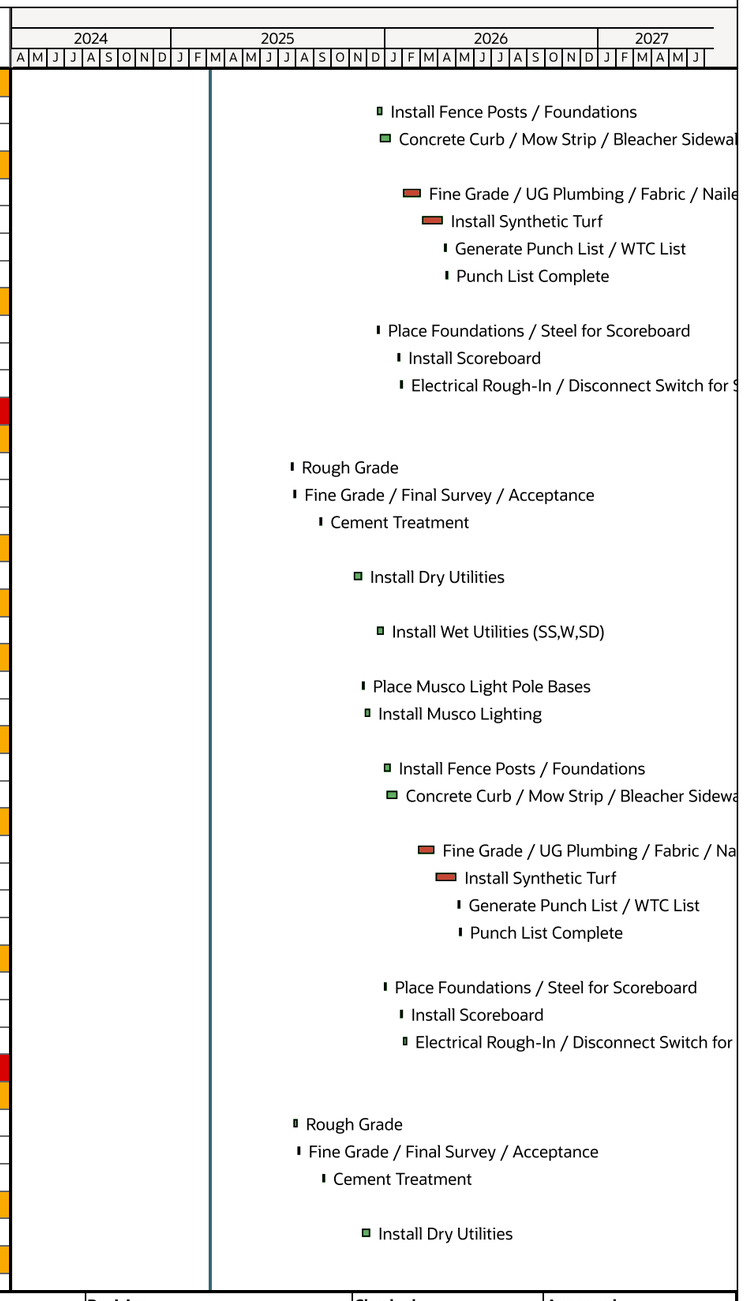


Current
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Critical
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Site Concrete Before Field		20d	15-Dec-25	08-Jan-26	
BF-1440	Install Fence Posts / Foundations	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1445	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	20-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	31-Jan-26	15-Apr-26	
BF-1450	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	31-Jan-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1460	Install Synthetic Turf	32d	02-Mar-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1470	Generate Punch List / WTC List	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1480	Punch List Complete	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		39d	15-Dec-25	30-Jan-26	
BF-1490	Place Foundations / Steel for Scoreboard	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1500	Install Scoreboard	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1510	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 3		204d	21-Jul-25	08-May-26	
Grading		45d	21-Jul-25	13-Sep-25	
BF-1520	Rough Grade	5d	21-Jul-25	26-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3360	Fine Grade / Final Survey / Acceptance	1d	26-Jul-25	26-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1525	Cement Treatment	5d	08-Sep-25	13-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	07-Nov-25	20-Nov-25	
BF-1540	Install Dry Utilities	10d	07-Nov-25	20-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	15-Dec-25	27-Dec-25	
BF-1530	Install Wet Utilities (SS,W,SD)	10d	15-Dec-25	27-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	20-Nov-25	03-Dec-25	
BF-1550	Place Musco Light Pole Bases	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1560	Install Musco Lighting	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	27-Dec-25	20-Jan-26	
BF-1570	Install Fence Posts / Foundations	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1575	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	03-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	24-Feb-26	08-May-26	
BF-1580	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	24-Feb-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1590	Install Synthetic Turf	32d	25-Mar-26	30-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1600	Generate Punch List / WTC List	2d	01-May-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1610	Punch List Complete	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		34d	27-Dec-25	05-Feb-26	
BF-1620	Place Foundations / Steel for Scoreboard	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1630	Install Scoreboard	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1640	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 4		216d	26-Jul-25	02-Jun-26	
Grading		45d	26-Jul-25	19-Sep-25	
BF-1650	Rough Grade	5d	26-Jul-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3370	Fine Grade / Final Survey / Acceptance	1d	01-Aug-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1655	Cement Treatment	5d	13-Sep-25	19-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	20-Nov-25	05-Dec-25	
BF-1670	Install Dry Utilities	10d	20-Nov-25	05-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	27-Dec-25	09-Jan-26	



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

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BF-1660	Install Wet Utilities (SS,W,SD)	10d	27-Dec-25	09-Jan-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	05-Dec-25	16-Dec-25	
BF-1680	Place Musco Light Pole Bases	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1690	Install Musco Lighting	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	09-Jan-26	31-Jan-26	
BF-1700	Install Fence Posts / Foundations	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1705	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		65d	19-Mar-26	02-Jun-26	
BF-1710	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	19-Mar-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1720	Install Synthetic Turf	32d	17-Apr-26	23-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1730	Generate Punch List / WTC List	2d	26-May-26	27-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1740	Punch List Complete	5d	28-May-26	02-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		29d	09-Jan-26	11-Feb-26	
BF-1750	Place Foundations / Steel for Scoreboard	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1760	Install Scoreboard	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1770	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 6		229d	01-Aug-25	25-Jun-26	
Grading		45d	01-Aug-25	25-Sep-25	
BF-1780	Rough Grade	5d	01-Aug-25	07-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3380	Fine Grade / Final Survey / Acceptance	1d	07-Aug-25	07-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1785	Cement Treatment	5d	19-Sep-25	25-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	05-Dec-25	17-Dec-25	
BF-1800	Install Dry Utilities	10d	05-Dec-25	17-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	09-Jan-26	21-Jan-26	
BF-1790	Install Wet Utilities (SS,W,SD)	10d	09-Jan-26	21-Jan-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	17-Dec-25	29-Dec-25	
BF-1810	Place Musco Light Pole Bases	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1820	Install Musco Lighting	5d	23-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	21-Jan-26	12-Feb-26	
BF-1830	Install Fence Posts / Foundations	10d	21-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1835	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Jan-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		65d	11-Apr-26	25-Jun-26	
BF-1840	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	11-Apr-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1850	Install Synthetic Turf	32d	11-May-26	17-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1860	Generate Punch List / WTC List	2d	18-Jun-26	19-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1870	Punch List Complete	5d	20-Jun-26	25-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		24d	21-Jan-26	17-Feb-26	
BF-1880	Place Foundations / Steel for Scoreboard	5d	21-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1890	Install Scoreboard	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1900	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 7		245d	07-Aug-25	25-Jul-26	
Grading		45d	07-Aug-25	01-Oct-25	
BF-1910	Rough Grade	5d	07-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3390	Fine Grade / Final Survey / Acceptance	1d	13-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays



Current
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BF-1915	Cement Treatment	5d	25-Sep-25	01-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	17-Dec-25	30-Dec-25	
BF-1930	Install Dry Utilities	10d	17-Dec-25	30-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	21-Jan-26	02-Feb-26	
BF-1920	Install Wet Utilities (SS,W,SD)	10d	21-Jan-26	02-Feb-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	30-Dec-25	10-Jan-26	
BF-1940	Place Musco Light Pole Bases	5d	30-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1950	Install Musco Lighting	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	02-Feb-26	24-Feb-26	
BF-1960	Install Fence Posts / Foundations	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1965	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	07-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		70d	05-May-26	25-Jul-26	
BF-1970	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	05-May-26	03-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1980	Install Synthetic Turf	32d	04-Jun-26	11-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1990	Generate Punch List / WTC List	2d	13-Jul-26	14-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2000	Punch List Complete	10d	15-Jul-26	25-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Batting Cages		31d	05-May-26	09-Jun-26	
BF-2010	Install Chain Link Fence Posts / Foundations	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2020	Install Mesh Enclosures	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2030	Install Turf & Accessories	10d	29-May-26	09-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		19d	02-Feb-26	23-Feb-26	
BF-2040	Place Foundations / Steel for Scoreboard	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2050	Install Scoreboard	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2060	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	18-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Baseball Facilities		99d	09-Jan-26	04-May-26	
Canopies - Baseball Fields 1,2,3,4		89d	09-Jan-26	22-Apr-26	
BF-2070	Canopy Foundations	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2080	Canopy Steel	10d	07-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2090	Canopy Fabric	10d	11-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Baseball Fields 5,6,7,8		79d	02-Feb-26	04-May-26	
BF-2100	Canopy Foundations	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2110	Canopy Steel	10d	19-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2120	Canopy Fabric	10d	23-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Baseball Fields		85d	09-Jan-26	17-Apr-26	
Walls / Concrete Bleachers @ Baseball Fields 1,2,3,4		65d	09-Jan-26	25-Mar-26	
BF-2160	Construct Concrete Walls / Drainage / Backfill	20d	09-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2170	Construct CMU Walls / Drainage / Backfill	20d	09-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2200	Form / Rebar / Pour Concrete Bleachers	40d	21-Jan-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2230	Install Alum Bleachers	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Baseball Fields 5,6,7,8		65d	02-Feb-26	17-Apr-26	
BF-2340	Construct Concrete Walls / Drainage / Backfill	20d	02-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2330	Construct CMU Walls / Drainage / Backfill	20d	02-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2370	Form / Rebar / Pour Concrete Bleachers	40d	13-Feb-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2400	Install Alum Bleachers	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

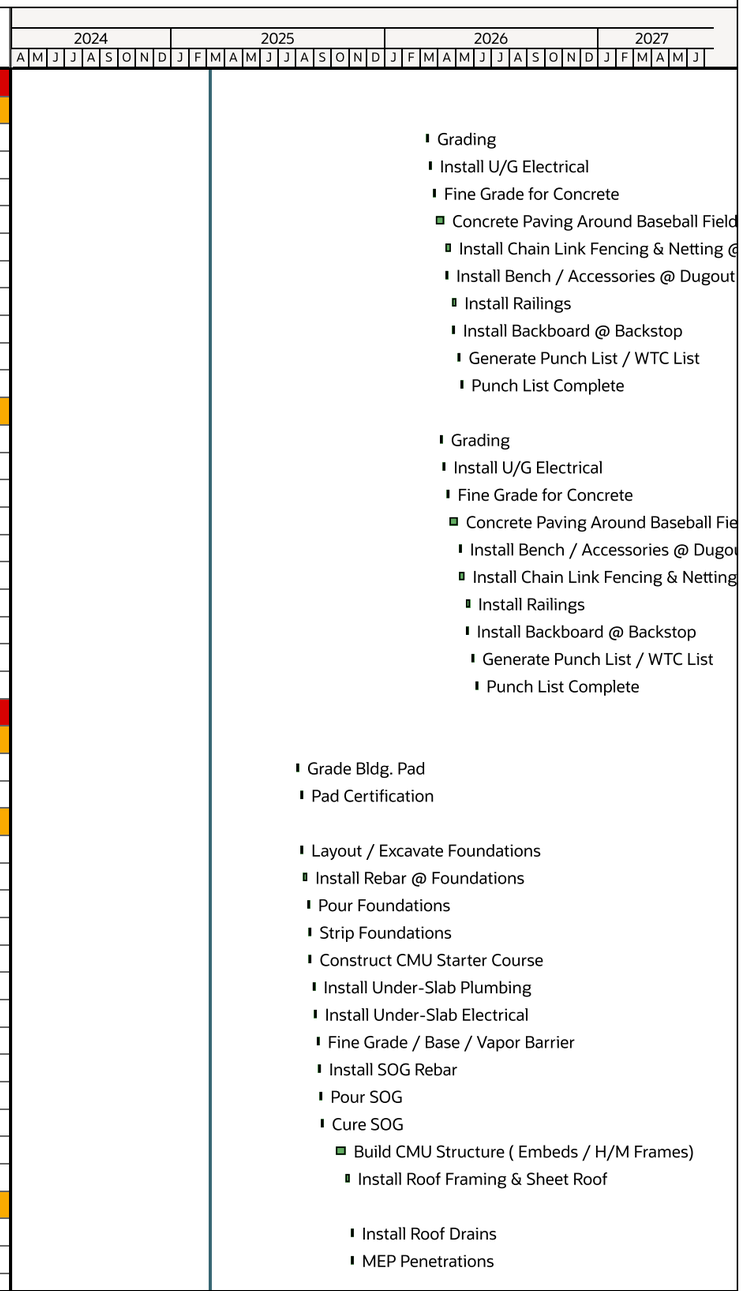


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Seating Area / Dugouts @ Baseball Fields		77d	09-Mar-26	05-Jun-26	
Seating Area / Dugouts @ Fields 1,2,3,4		56d	09-Mar-26	12-May-26	
BF-2130	Grading	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2190	Install U/G Electrical	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2210	Fine Grade for Concrete	4d	20-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2220	Concrete Paving Around Baseball Fields / Dugouts	14d	25-Mar-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2240	Install Chain Link Fencing & Netting @ Backstop/ Outfield	10d	10-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2250	Install Bench / Accessories @ Dugout	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2260	Install Railings	8d	22-Apr-26	30-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2270	Install Backboard @ Backstop	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2280	Generate Punch List / WTC List	5d	01-May-26	06-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2290	Punch List Complete	5d	07-May-26	12-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Dugouts @ Fields 5,6,7,8		57d	01-Apr-26	05-Jun-26	
BF-2300	Grading	5d	01-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2360	Install U/G Electrical	5d	07-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2380	Fine Grade for Concrete	4d	13-Apr-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2390	Concrete Paving Around Baseball Fields / Dugouts	14d	17-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2410	Install Bench / Accessories @ Dugout	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2420	Install Chain Link Fencing & Netting @ Backstop/ Outfield	10d	04-May-26	14-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2430	Install Railings	8d	15-May-26	23-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2440	Install Backboard @ Backstop	5d	15-May-26	20-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2450	Generate Punch List / WTC List	5d	26-May-26	30-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2460	Punch List Complete	5d	01-Jun-26	05-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Baseball Plaza West)		183d	31-Jul-25	21-Apr-26	
Grade Bldg. Pad		6d	31-Jul-25	06-Aug-25	
BBF-1000	Grade Bldg. Pad	5d	31-Jul-25	05-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1010	Pad Certification	1d	06-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		61d	07-Aug-25	31-Oct-25	
BBF-1020	Layout / Excavate Foundations	3d	07-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1030	Install Rebar @ Foundations	7d	11-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1040	Pour Foundations	1d	19-Aug-25	19-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1050	Strip Foundations	1d	20-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1060	Construct CMU Starter Course	5d	21-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1070	Install Under-Slab Plumbing	3d	27-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1080	Install Under-Slab Electrical	3d	30-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1090	Fine Grade / Base / Vapor Barrier	2d	04-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1100	Install SOG Rebar	2d	06-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1110	Pour SOG	1d	09-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1120	Cure SOG	3d	10-Sep-25	12-Sep-25	7x8, no holidays - 7x8, no holidays
BBF-1130	Build CMU Structure (Embeds / H/M Frames)	15d	07-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1140	Install Roof Framing & Sheet Roof	7d	24-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		60d	01-Nov-25	15-Jan-26	
BBF-1150	Install Roof Drains	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1160	MEP Penetrations	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

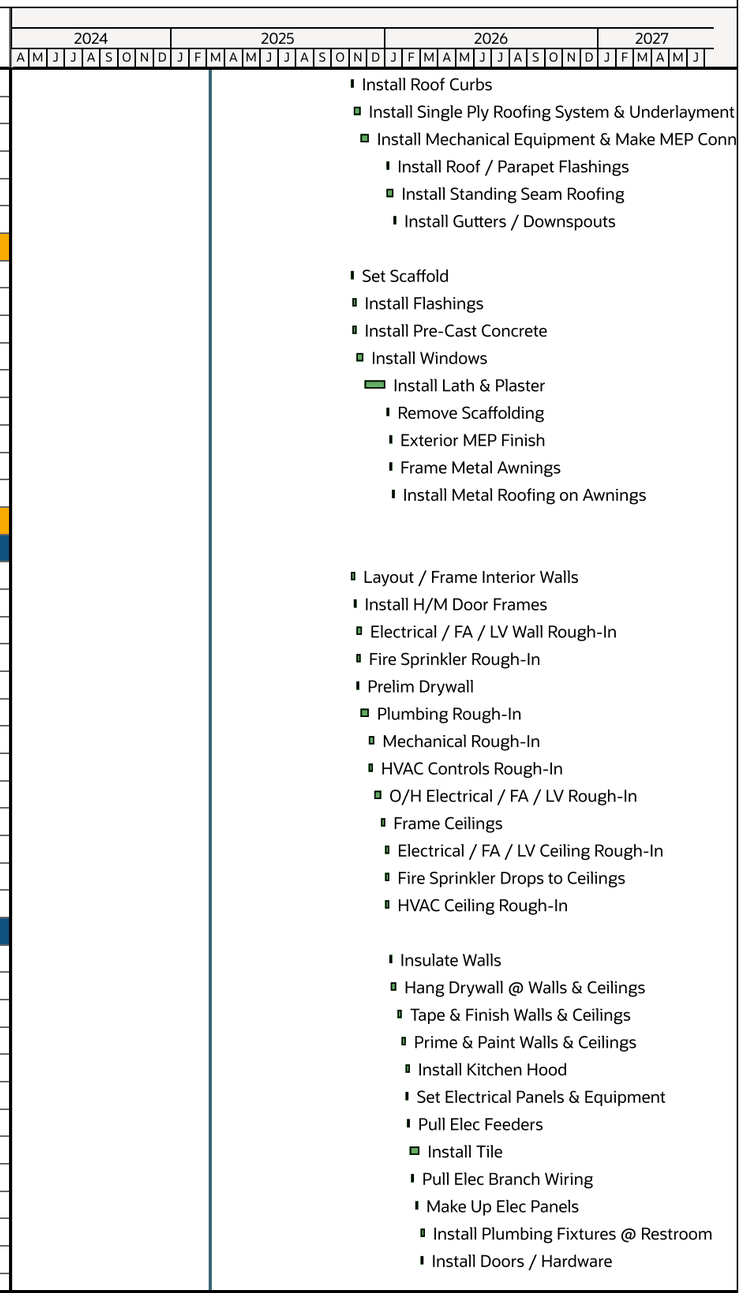


Current
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-1170	Install Roof Curbs	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	07-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1190	Install Mechanical Equipment & Make MEP Connections	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1200	Install Roof / Parapet Flashings	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1210	Install Standing Seam Roofing	10d	02-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1220	Install Gutters / Downspouts	2d	14-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	01-Nov-25	16-Jan-26	
BBF-1230	Set Scaffold	3d	01-Nov-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1240	Install Flashings	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1250	Install Pre-Cast Concrete	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1260	Install Windows	10d	12-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1270	Install Lath & Plaster	30d	24-Nov-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1280	Remove Scaffolding	3d	02-Jan-26	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1290	Exterior MEP Finish	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1300	Frame Metal Awnings	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1310	Install Metal Roofing on Awnings	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	01-Nov-25	08-Apr-26	
Framing / MEP Rough-In		52d	01-Nov-25	06-Jan-26	
BBF-1320	Layout / Frame Interior Walls	7d	01-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1330	Install H/M Door Frames	3d	06-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1340	Electrical / FA / LV Wall Rough-In	10d	10-Nov-25	21-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1350	Fire Sprinkler Rough-In	7d	10-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1360	Prelim Drywall	5d	10-Nov-25	15-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1370	Plumbing Rough-In	10d	19-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1380	Mechanical Rough-In	8d	03-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1390	HVAC Controls Rough-In	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1400	O/H Electrical / FA / LV Rough-In	10d	12-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1410	Frame Ceilings	5d	24-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1420	Electrical / FA / LV Ceiling Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1430	Fire Sprinkler Drops to Ceilings	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1440	HVAC Ceiling Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	07-Jan-26	08-Apr-26	
BBF-1450	Insulate Walls	3d	07-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1460	Hang Drywall @ Walls & Ceilings	8d	10-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1470	Tape & Finish Walls & Ceilings	8d	20-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1480	Prime & Paint Walls & Ceilings	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1490	Install Kitchen Hood	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1500	Set Electrical Panels & Equipment	2d	04-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1510	Pull Elec Feeders	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1520	Install Tile	15d	10-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1530	Pull Elec Branch Wiring	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1540	Make Up Elec Panels	5d	18-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1550	Install Plumbing Fixtures @ Restroom	8d	27-Feb-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1560	Install Doors / Hardware	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

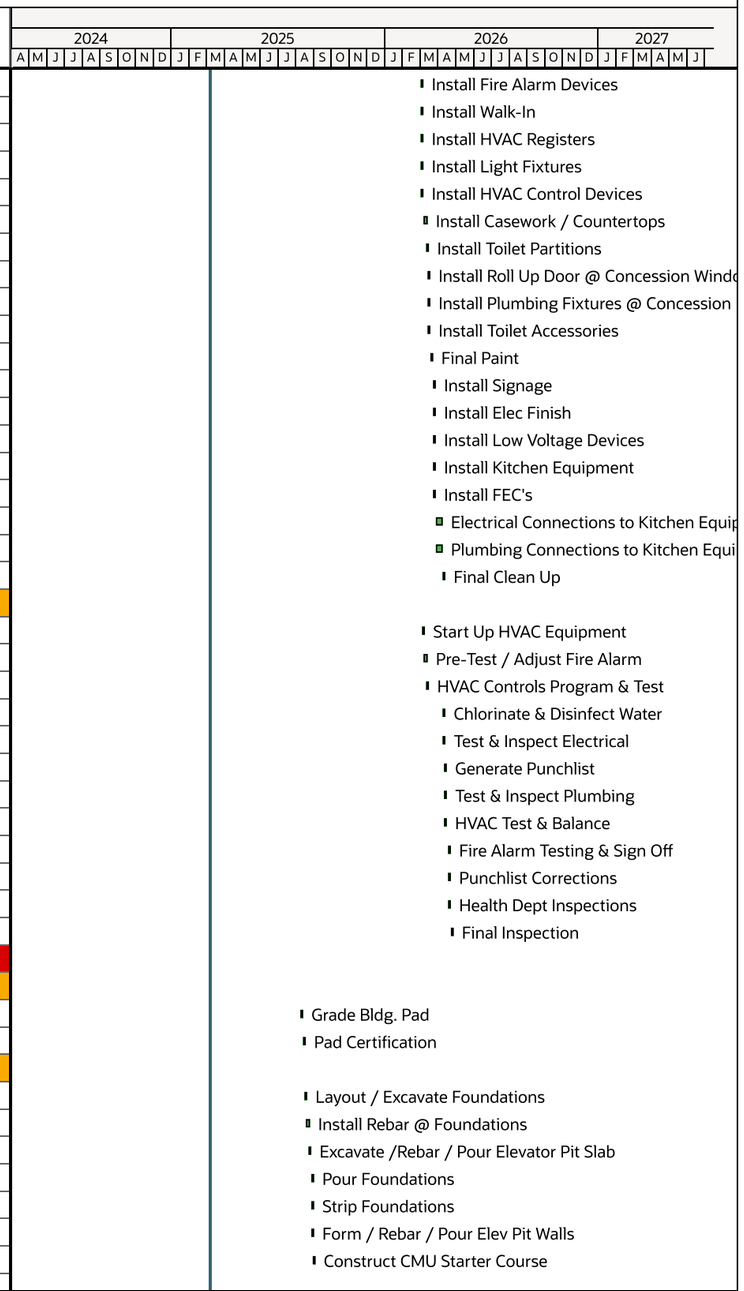


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-1570	Install Fire Alarm Devices	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1580	Install Walk-In	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1590	Install HVAC Registers	3d	27-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1600	Install Light Fixtures	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1610	Install HVAC Control Devices	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1620	Install Casework / Countertops	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1630	Install Toilet Partitions	3d	09-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1640	Install Roll Up Door @ Concession Window	3d	11-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1650	Install Plumbing Fixtures @ Concession	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1660	Install Toilet Accessories	3d	12-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1670	Final Paint	3d	17-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1680	Install Signage	2d	20-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1690	Install Elec Finish	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1700	Install Low Voltage Devices	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1710	Install Kitchen Equipment	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1720	Install FEC's	2d	20-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1730	Electrical Connections to Kitchen Equip	10d	26-Mar-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1740	Plumbing Connections to Kitchen Equip	10d	26-Mar-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1750	Final Clean Up	2d	07-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	03-Mar-26	21-Apr-26	
BBF-1760	Start Up HVAC Equipment	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1770	Pre-Test / Adjust Fire Alarm	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1780	HVAC Controls Program & Test	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1790	Chlorinate & Disinfect Water	2d	07-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1800	Test & Inspect Electrical	5d	07-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1810	Generate Punchlist	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1820	Test & Inspect Plumbing	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1830	HVAC Test & Balance	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1840	Fire Alarm Testing & Sign Off	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1850	Punchlist Corrections	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1860	Health Dept Inspections	2d	15-Apr-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1870	Final Inspection	1d	21-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. A Concession Bldg. (Baseball Plaza)		193d	06-Aug-25	11-May-26	
Grade Bldg. Pad		6d	06-Aug-25	12-Aug-25	
ABF-1000	Grade Bldg. Pad	5d	06-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1010	Pad Certification	1d	12-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		94d	13-Aug-25	29-Dec-25	
ABF-1020	Layout / Excavate Foundations	3d	13-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1030	Install Rebar @ Foundations	7d	16-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1040	Excavate /Rebar / Pour Elevator Pit Slab	3d	22-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1050	Pour Foundations	1d	25-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1060	Strip Foundations	1d	26-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1070	Form / Rebar / Pour Elev Pit Walls	3d	26-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1080	Construct CMU Starter Course	5d	27-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days

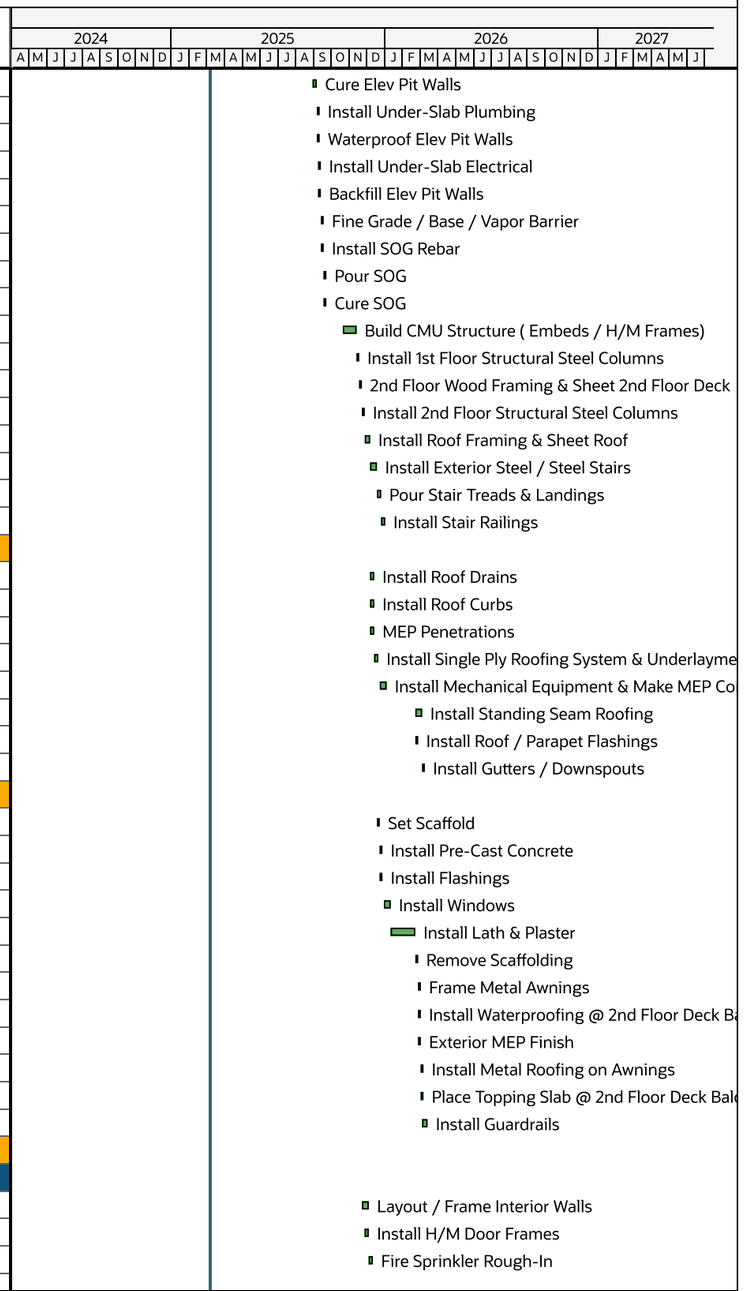


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Tilden-Coil CONSTRUCTORS
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1090	Cure Elev Pit Walls	7d	29-Aug-25	04-Sep-25	7x8, no holidays - 7x8, no holidays
ABF-1100	Install Under-Slab Plumbing	3d	03-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1110	Waterproof Elev Pit Walls	1d	05-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1120	Install Under-Slab Electrical	3d	06-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1130	Backfill Elev Pit Walls	1d	06-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1140	Fine Grade / Base / Vapor Barrier	2d	10-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1150	Install SOG Rebar	2d	12-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1160	Pour SOG	1d	15-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1170	Cure SOG	3d	16-Sep-25	18-Sep-25	7x8, no holidays - 7x8, no holidays
ABF-1180	Build CMU Structure (Embeds / H/M Frames)	20d	18-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1190	Install 1st Floor Structural Steel Columns	3d	12-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1200	2nd Floor Wood Framing & Sheet 2nd Floor Deck	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1210	Install 2nd Floor Structural Steel Columns	3d	21-Nov-25	24-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1220	Install Roof Framing & Sheet Roof	7d	25-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1230	Install Exterior Steel / Steel Stairs	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1240	Pour Stair Treads & Landings	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1250	Install Stair Railings	5d	23-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		77d	05-Dec-25	06-Mar-26	
ABF-1260	Install Roof Drains	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1270	Install Roof Curbs	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1280	MEP Penetrations	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1290	Install Single Ply Roofing System & Underlayment for SS Roof	8d	11-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1300	Install Mechanical Equipment & Make MEP Connections	10d	20-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1310	Install Standing Seam Roofing	10d	19-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1320	Install Roof / Parapet Flashings	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1330	Install Gutters / Downspouts	4d	03-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		71d	17-Dec-25	11-Mar-26	
ABF-1340	Set Scaffold	3d	17-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1350	Install Pre-Cast Concrete	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1360	Install Flashings	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1370	Install Windows	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1380	Install Lath & Plaster	35d	09-Jan-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1390	Remove Scaffolding	3d	19-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1400	Frame Metal Awnings	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1410	Install Waterproofing @ 2nd Floor Deck Balcony	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1420	Exterior MEP Finish	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1430	Install Metal Roofing on Awnings	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1440	Place Topping Slab @ 2nd Floor Deck Balcony	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1450	Install Guardrails	8d	03-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		131d	21-Nov-25	27-Apr-26	
Framing / MEP Rough-In		52d	21-Nov-25	24-Jan-26	
ABF-1460	Layout / Frame Interior Walls	7d	21-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1470	Install H/M Door Frames	3d	26-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1480	Fire Sprinkler Rough-In	7d	02-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

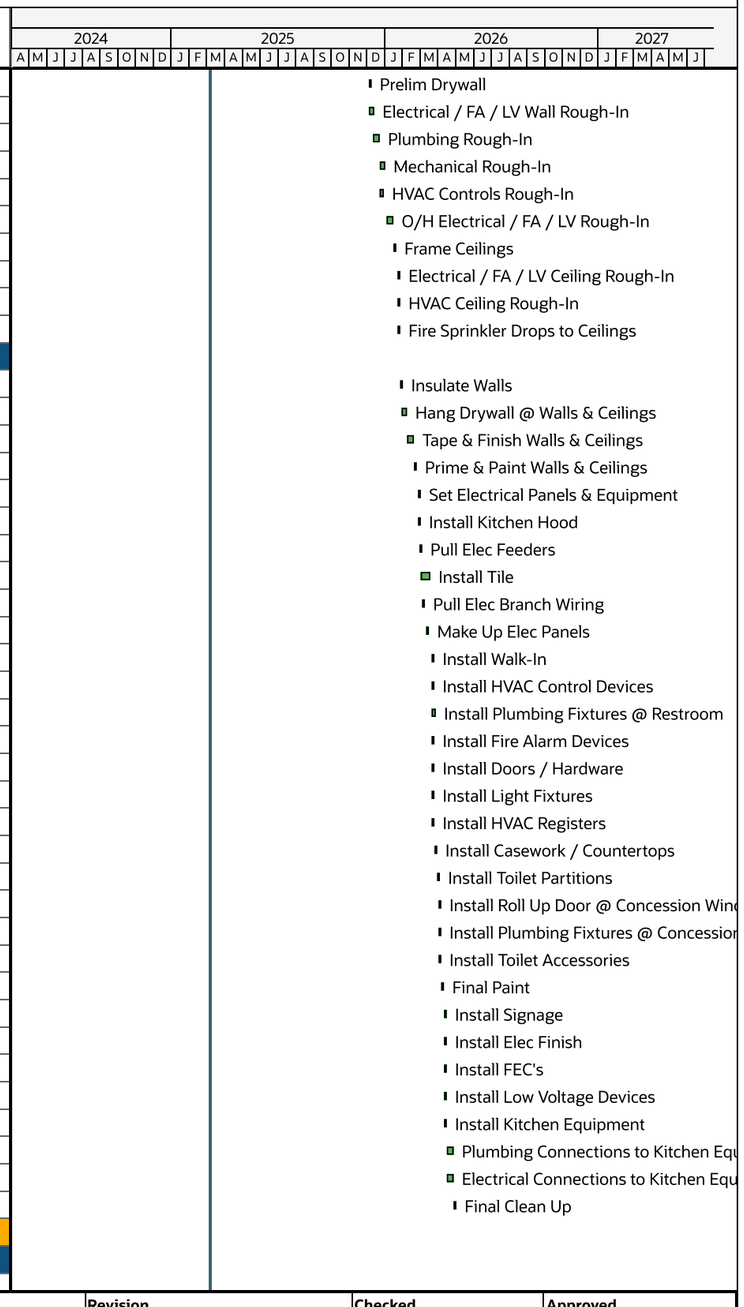


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1490	Prelim Drywall	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1500	Electrical / FA / LV Wall Rough-In	10d	02-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1510	Plumbing Rough-In	10d	10-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1520	Mechanical Rough-In	8d	22-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1530	HVAC Controls Rough-In	5d	22-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1540	O/H Electrical / FA / LV Rough-In	10d	02-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1550	Frame Ceilings	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1560	Electrical / FA / LV Ceiling Rough-In	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1570	HVAC Ceiling Rough-In	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1580	Fire Sprinkler Drops to Ceilings	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	26-Jan-26	27-Apr-26	
ABF-1590	Insulate Walls	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1600	Hang Drywall @ Walls & Ceilings	8d	29-Jan-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1610	Tape & Finish Walls & Ceilings	8d	07-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1620	Prime & Paint Walls & Ceilings	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1630	Set Electrical Panels & Equipment	2d	23-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1640	Install Kitchen Hood	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1650	Pull Elec Feeders	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1660	Install Tile	15d	28-Feb-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1670	Pull Elec Branch Wiring	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1680	Make Up Elec Panels	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1690	Install Walk-In	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1700	Install HVAC Control Devices	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1710	Install Plumbing Fixtures @ Restroom	8d	18-Mar-26	26-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1720	Install Fire Alarm Devices	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1730	Install Doors / Hardware	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1740	Install Light Fixtures	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1750	Install HVAC Registers	3d	18-Mar-26	20-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1760	Install Casework / Countertops	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1770	Install Toilet Partitions	3d	27-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1780	Install Roll Up Door @ Concession Window	3d	30-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1790	Install Plumbing Fixtures @ Concession	5d	30-Mar-26	03-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1800	Install Toilet Accessories	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1810	Final Paint	3d	04-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1820	Install Signage	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1830	Install Elec Finish	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1840	Install FEC's	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1850	Install Low Voltage Devices	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1860	Install Kitchen Equipment	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1870	Plumbing Connections to Kitchen Equip	10d	14-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1880	Electrical Connections to Kitchen Equip	10d	14-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1890	Final Clean Up	2d	25-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
2nd Floor Interior		122d	05-Dec-25	28-Apr-26	
Framing / MEP Rough-In		52d	05-Dec-25	05-Feb-26	

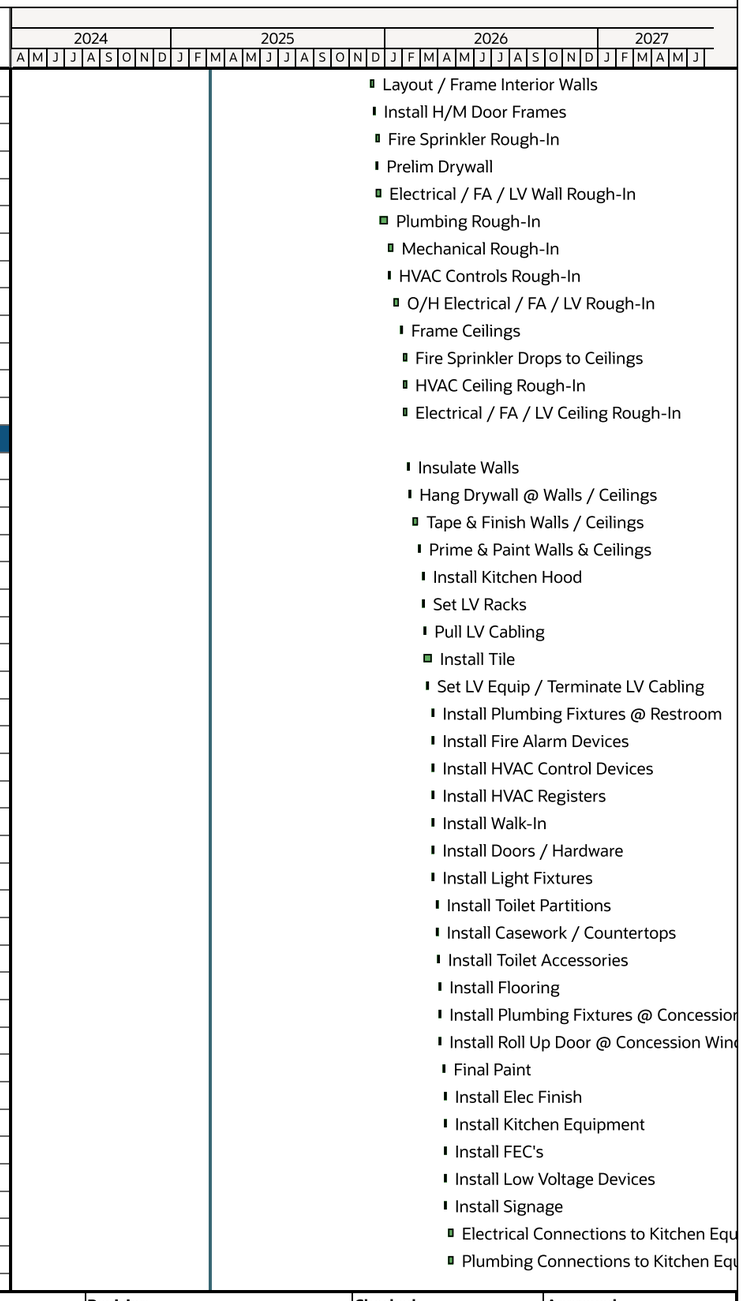


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1900	Layout / Frame Interior Walls	7d	05-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1910	Install H/M Door Frames	3d	10-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1920	Fire Sprinkler Rough-In	7d	13-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1930	Prelim Drywall	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1940	Electrical / FA / LV Wall Rough-In	10d	13-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1950	Plumbing Rough-In	10d	22-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1960	Mechanical Rough-In	8d	05-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1970	HVAC Controls Rough-In	5d	05-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1980	O/H Electrical / FA / LV Rough-In	10d	14-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1990	Frame Ceilings	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2000	Fire Sprinkler Drops to Ceilings	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2010	HVAC Ceiling Rough-In	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2020	Electrical / FA / LV Ceiling Rough-In	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		70d	06-Feb-26	28-Apr-26	
ABF-2030	Insulate Walls	2d	06-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2040	Hang Drywall @ Walls / Ceilings	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2050	Tape & Finish Walls / Ceilings	8d	14-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2060	Prime & Paint Walls & Ceilings	5d	24-Feb-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2070	Install Kitchen Hood	3d	02-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2080	Set LV Racks	2d	02-Mar-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2090	Pull LV Cabling	5d	04-Mar-26	09-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2100	Install Tile	12d	05-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2110	Set LV Equip / Terminate LV Cabling	5d	10-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2120	Install Plumbing Fixtures @ Restroom	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2130	Install Fire Alarm Devices	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2140	Install HVAC Control Devices	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2150	Install HVAC Registers	3d	19-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2160	Install Walk-In	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2170	Install Doors / Hardware	3d	19-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2180	Install Light Fixtures	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2190	Install Toilet Partitions	3d	25-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2200	Install Casework / Countertops	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2210	Install Toilet Accessories	3d	28-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2220	Install Flooring	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2230	Install Plumbing Fixtures @ Concession	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2240	Install Roll Up Door @ Concession Window	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2250	Final Paint	3d	06-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2260	Install Elec Finish	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2270	Install Kitchen Equipment	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2280	Install FEC's	2d	09-Apr-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2290	Install Low Voltage Devices	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2300	Install Signage	3d	09-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2310	Electrical Connections to Kitchen Equip	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2320	Plumbing Connections to Kitchen Equip	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

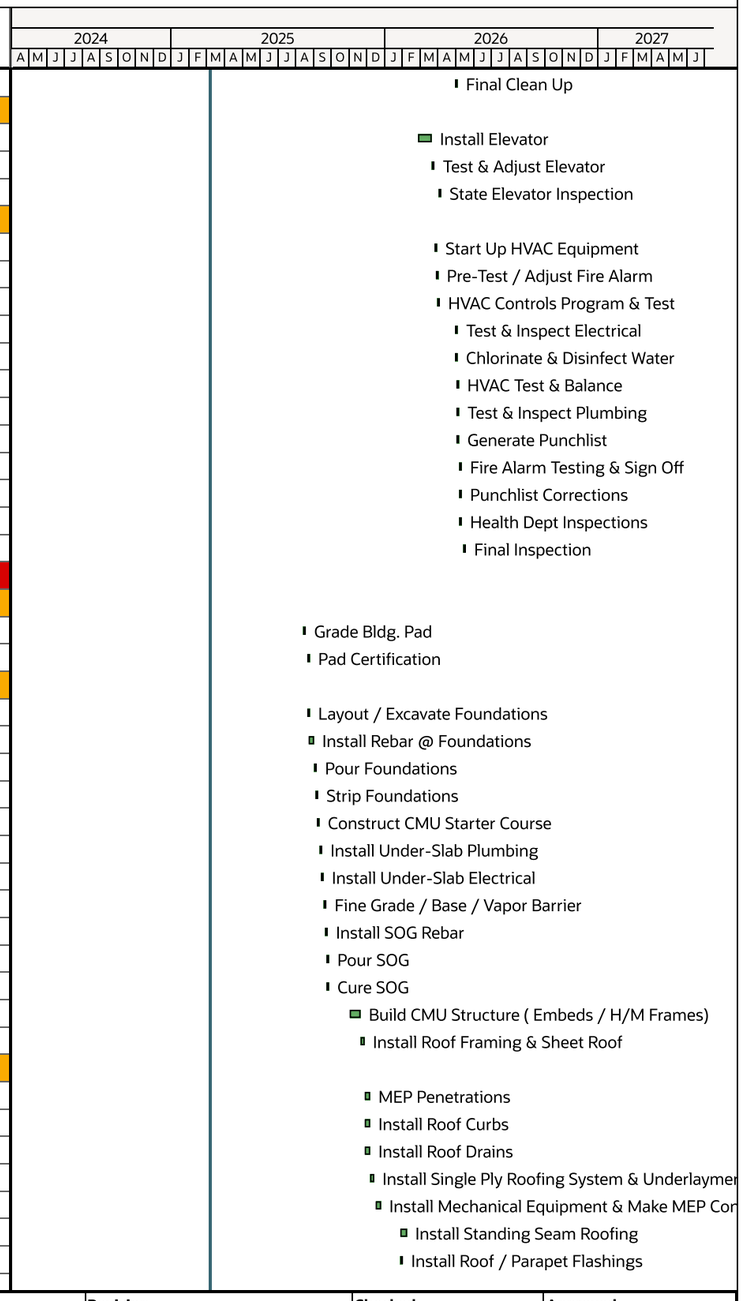


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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

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ID	Name	Dur	Start	Finish	Calendar
ABF-2330	Final Clean Up	2d	27-Apr-26	28-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Elevator		35d	24-Feb-26	04-Apr-26	
ABF-2340	Install Elevator	20d	24-Feb-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2350	Test & Adjust Elevator	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2360	State Elevator Inspection	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	23-Mar-26	11-May-26	
ABF-2370	Start Up HVAC Equipment	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2380	Pre-Test / Adjust Fire Alarm	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2390	HVAC Controls Program & Test	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2400	Test & Inspect Electrical	5d	27-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2410	Chlorinate & Disinfect Water	2d	27-Apr-26	28-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2420	HVAC Test & Balance	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2430	Test & Inspect Plumbing	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2440	Generate Punchlist	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2450	Fire Alarm Testing & Sign Off	5d	05-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2460	Punchlist Corrections	5d	05-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2470	Health Dept Inspections	2d	05-May-26	06-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2480	Final Inspection	1d	11-May-26	11-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Baseball Plaza East)		192d	12-Aug-25	14-May-26	
Grade Bldg. Pad		6d	12-Aug-25	18-Aug-25	
BBF-2000	Grade Bldg. Pad	5d	12-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2010	Pad Certification	1d	18-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		69d	19-Aug-25	25-Nov-25	
BBF-2020	Layout / Excavate Foundations	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2030	Install Rebar @ Foundations	7d	22-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2040	Pour Foundations	1d	30-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2050	Strip Foundations	1d	02-Sep-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2060	Construct CMU Starter Course	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2070	Install Under-Slab Plumbing	3d	09-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2080	Install Under-Slab Electrical	3d	12-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2090	Fine Grade / Base / Vapor Barrier	2d	16-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2100	Install SOG Rebar	2d	18-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2110	Pour SOG	1d	20-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2120	Cure SOG	3d	21-Sep-25	23-Sep-25	7x8, no holidays - 7x8, no holidays
BBF-2130	Build CMU Structure (Embeds / H/M Frames)	15d	30-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2140	Install Roof Framing & Sheet Roof	7d	18-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		62d	26-Nov-25	10-Feb-26	
BBF-2150	MEP Penetrations	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2160	Install Roof Curbs	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2170	Install Roof Drains	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	04-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2190	Install Mechanical Equipment & Make MEP Connections	10d	13-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2200	Install Standing Seam Roofing	10d	26-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2210	Install Roof / Parapet Flashings	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

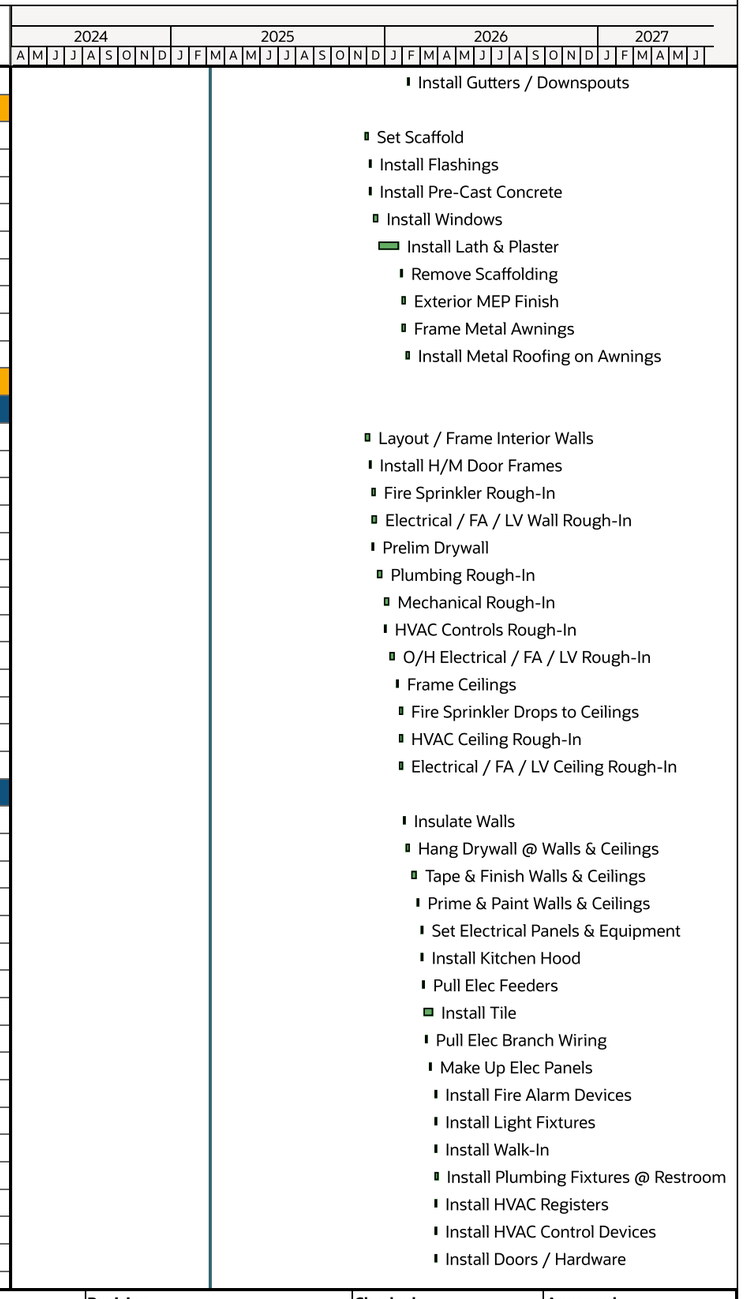


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Tilden-Coil CONSTRUCTORS
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-2220	Install Gutters / Downspouts	4d	06-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	26-Nov-25	09-Feb-26	
BBF-2230	Set Scaffold	3d	26-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2240	Install Flashings	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2250	Install Pre-Cast Concrete	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2260	Install Windows	10d	08-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2270	Install Lath & Plaster	30d	19-Dec-25	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2280	Remove Scaffolding	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2290	Exterior MEP Finish	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2300	Frame Metal Awnings	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2310	Install Metal Roofing on Awnings	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	26-Nov-25	01-May-26	
Framing / MEP Rough-In		52d	26-Nov-25	29-Jan-26	
BBF-2320	Layout / Frame Interior Walls	7d	26-Nov-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2330	Install H/M Door Frames	3d	03-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2340	Fire Sprinkler Rough-In	7d	06-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2350	Electrical / FA / LV Wall Rough-In	10d	06-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2360	Prelim Drywall	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2370	Plumbing Rough-In	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2380	Mechanical Rough-In	8d	27-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2390	HVAC Controls Rough-In	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2400	O/H Electrical / FA / LV Rough-In	10d	07-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2410	Frame Ceilings	5d	19-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2420	Fire Sprinkler Drops to Ceilings	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2430	HVAC Ceiling Rough-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2440	Electrical / FA / LV Ceiling Rough-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	30-Jan-26	01-May-26	
BBF-2450	Insulate Walls	3d	30-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2460	Hang Drywall @ Walls & Ceilings	8d	03-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2470	Tape & Finish Walls & Ceilings	8d	12-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2480	Prime & Paint Walls & Ceilings	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2490	Set Electrical Panels & Equipment	2d	27-Feb-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2500	Install Kitchen Hood	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2510	Pull Elec Feeders	5d	02-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2520	Install Tile	15d	05-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2530	Pull Elec Branch Wiring	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2540	Make Up Elec Panels	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2550	Install Fire Alarm Devices	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2560	Install Light Fixtures	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2570	Install Walk-In	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2580	Install Plumbing Fixtures @ Restroom	8d	23-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2590	Install HVAC Registers	3d	23-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2600	Install HVAC Control Devices	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2610	Install Doors / Hardware	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

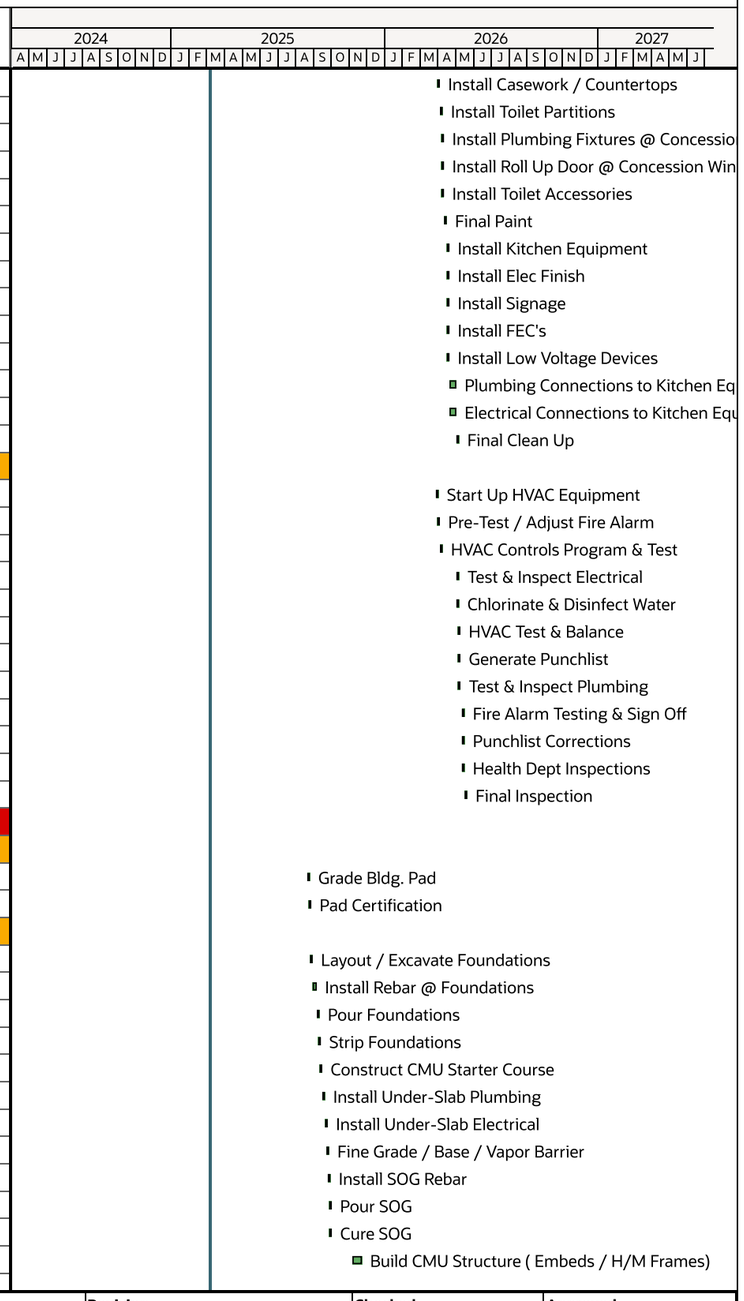


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-2620	Install Casework / Countertops	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2630	Install Toilet Partitions	3d	01-Apr-26	03-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2640	Install Plumbing Fixtures @ Concession	5d	03-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2650	Install Roll Up Door @ Concession Window	3d	03-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2660	Install Toilet Accessories	3d	04-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2670	Final Paint	3d	09-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2680	Install Kitchen Equipment	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2690	Install Elec Finish	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2700	Install Signage	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2710	Install FEC's	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2720	Install Low Voltage Devices	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2730	Plumbing Connections to Kitchen Equip	10d	18-Apr-26	29-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2740	Electrical Connections to Kitchen Equip	10d	18-Apr-26	29-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2750	Final Clean Up	2d	30-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	26-Mar-26	14-May-26	
BBF-2760	Start Up HVAC Equipment	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2770	Pre-Test / Adjust Fire Alarm	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2780	HVAC Controls Program & Test	5d	01-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2790	Test & Inspect Electrical	5d	30-Apr-26	05-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2800	Chlorinate & Disinfect Water	2d	30-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2810	HVAC Test & Balance	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2820	Generate Punchlist	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2830	Test & Inspect Plumbing	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2840	Fire Alarm Testing & Sign Off	5d	08-May-26	13-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2850	Punchlist Corrections	5d	08-May-26	13-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2860	Health Dept Inspections	2d	08-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2870	Final Inspection	1d	14-May-26	14-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Food Service Building		175d	18-Aug-25	27-Apr-26	
Grade Bldg. Pad		5d	18-Aug-25	22-Aug-25	
FS-1000	Grade Bldg. Pad	4d	18-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1010	Pad Certification	1d	22-Aug-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		66d	23-Aug-25	29-Nov-25	
FS-1020	Layout / Excavate Foundations	3d	23-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1030	Install Rebar @ Foundations	7d	27-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1040	Pour Foundations	1d	05-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1050	Strip Foundations	1d	06-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1060	Construct CMU Starter Course	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1070	Install Under-Slab Plumbing	3d	13-Sep-25	16-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1080	Install Under-Slab Electrical	3d	17-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1090	Fine Grade / Base / Vapor Barrier	2d	20-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1100	Install SOG Rebar	2d	23-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1110	Pour SOG	1d	25-Sep-25	25-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1120	Cure SOG	3d	26-Sep-25	28-Sep-25	7x8, no holidays - 7x8, no holidays
FS-1130	Build CMU Structure (Embeds / H/M Frames)	12d	05-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

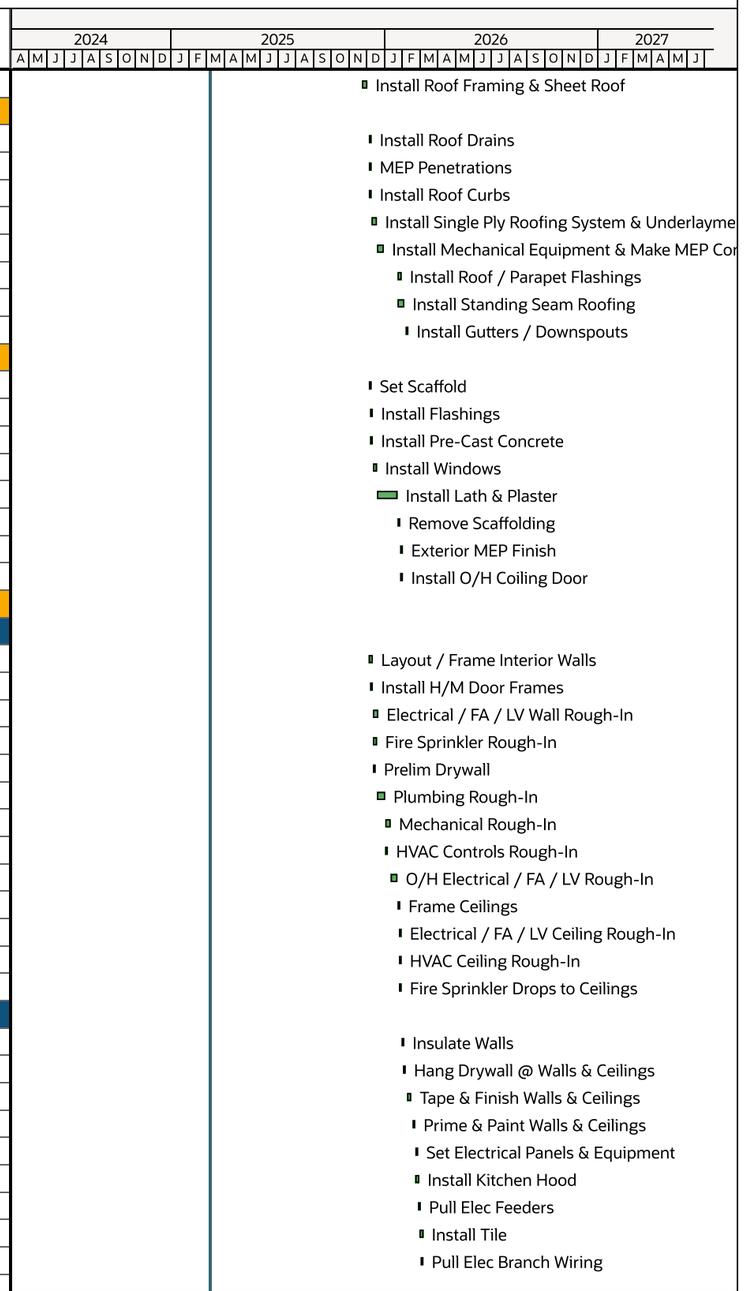


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FS-1140	Install Roof Framing & Sheet Roof	7d	20-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		56d	01-Dec-25	05-Feb-26	
FS-1150	Install Roof Drains	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1160	MEP Penetrations	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1170	Install Roof Curbs	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	06-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1190	Install Mechanical Equipment & Make MEP Connections	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1200	Install Roof / Parapet Flashings	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1210	Install Standing Seam Roofing	10d	22-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1220	Install Gutters / Downspouts	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		51d	01-Dec-25	30-Jan-26	
FS-1230	Set Scaffold	3d	01-Dec-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1240	Install Flashings	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1250	Install Pre-Cast Concrete	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1260	Install Windows	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1270	Install Lath & Plaster	30d	16-Dec-25	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1280	Remove Scaffolding	3d	22-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1290	Exterior MEP Finish	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1300	Install O/H Coiling Door	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		114d	01-Dec-25	14-Apr-26	
Framing / MEP Rough-In		47d	01-Dec-25	26-Jan-26	
FS-1310	Layout / Frame Interior Walls	7d	01-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1320	Install H/M Door Frames	3d	05-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1330	Electrical / FA / LV Wall Rough-In	10d	09-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1340	Fire Sprinkler Rough-In	7d	09-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1350	Prelim Drywall	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1360	Plumbing Rough-In	10d	17-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1370	Mechanical Rough-In	8d	30-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1380	HVAC Controls Rough-In	5d	30-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1390	O/H Electrical / FA / LV Rough-In	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1400	Frame Ceilings	2d	21-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1410	Electrical / FA / LV Ceiling Rough-In	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1420	HVAC Ceiling Rough-In	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1430	Fire Sprinkler Drops to Ceilings	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		67d	27-Jan-26	14-Apr-26	
FS-1440	Insulate Walls	3d	27-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1450	Hang Drywall @ Walls & Ceilings	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1460	Tape & Finish Walls & Ceilings	8d	05-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1470	Prime & Paint Walls & Ceilings	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1480	Set Electrical Panels & Equipment	2d	20-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1490	Install Kitchen Hood	5d	20-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1500	Pull Elec Feeders	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1510	Install Tile	7d	26-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1520	Pull Elec Branch Wiring	4d	28-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days



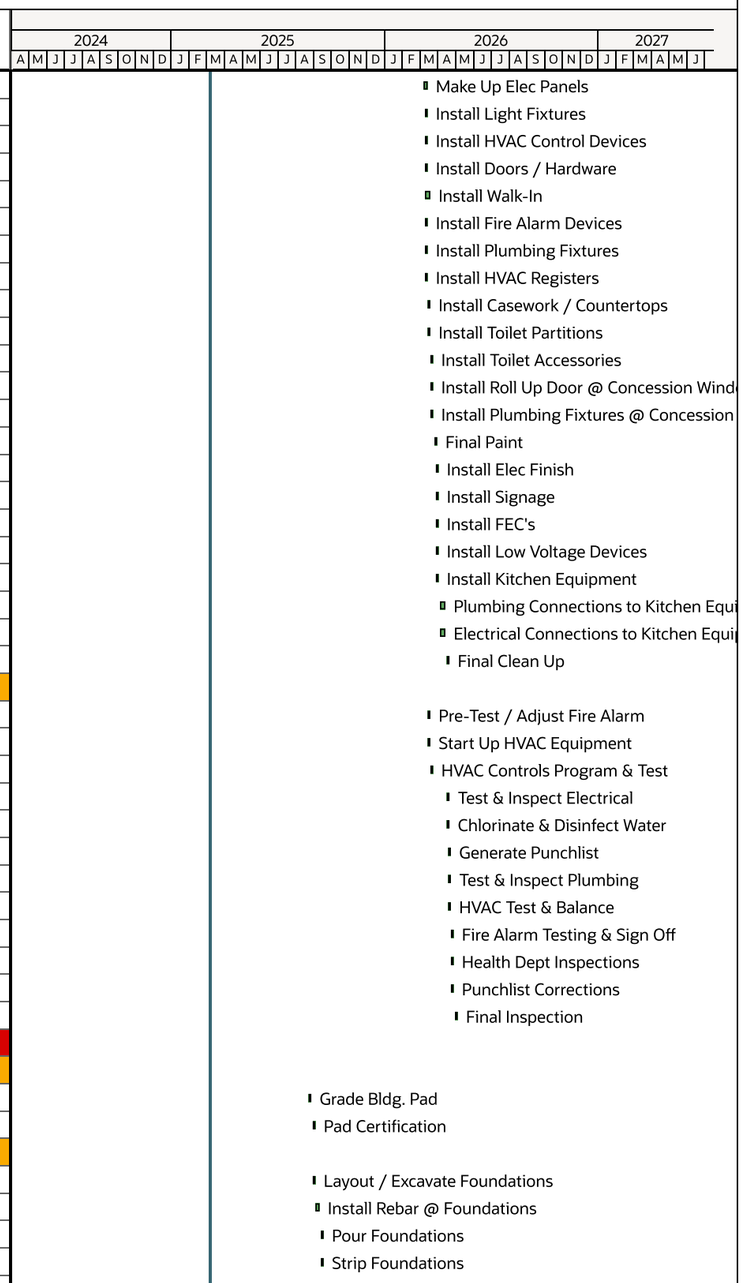
Current
Progress
Critical

Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FS-1530	Make Up Elec Panels	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1540	Install Light Fixtures	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1550	Install HVAC Control Devices	2d	06-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1560	Install Doors / Hardware	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1570	Install Walk-In	10d	06-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1590	Install Fire Alarm Devices	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1580	Install Plumbing Fixtures	5d	06-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1600	Install HVAC Registers	3d	06-Mar-26	09-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1610	Install Casework / Countertops	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1620	Install Toilet Partitions	3d	12-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1630	Install Toilet Accessories	3d	16-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1640	Install Roll Up Door @ Concession Window	3d	17-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1650	Install Plumbing Fixtures @ Concession	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1660	Final Paint	3d	23-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1670	Install Elec Finish	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1680	Install Signage	2d	26-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1690	Install FEC's	2d	26-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1700	Install Low Voltage Devices	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1710	Install Kitchen Equipment	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1720	Plumbing Connections to Kitchen Equip	10d	01-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1730	Electrical Connections to Kitchen Equip	10d	01-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1740	Final Clean Up	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		41d	11-Mar-26	27-Apr-26	
FS-1750	Pre-Test / Adjust Fire Alarm	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1760	Start Up HVAC Equipment	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1770	HVAC Controls Program & Test	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1780	Test & Inspect Electrical	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1790	Chlorinate & Disinfect Water	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1800	Generate Punchlist	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1810	Test & Inspect Plumbing	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1820	HVAC Test & Balance	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1830	Fire Alarm Testing & Sign Off	5d	21-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1840	Health Dept Inspections	2d	21-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1850	Punchlist Corrections	5d	21-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1860	Final Inspection	1d	27-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Large Maint. Building		176d	22-Aug-25	04-May-26	
Grade Bldg. Pad		5d	22-Aug-25	27-Aug-25	
LM-1000	Grade Bldg. Pad	4d	22-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1010	Pad Certification	1d	27-Aug-25	27-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		68d	28-Aug-25	05-Dec-25	
LM-1020	Layout / Excavate Foundations	3d	28-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1030	Install Rebar @ Foundations	7d	02-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1040	Pour Foundations	1d	10-Sep-25	10-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1050	Strip Foundations	1d	11-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days

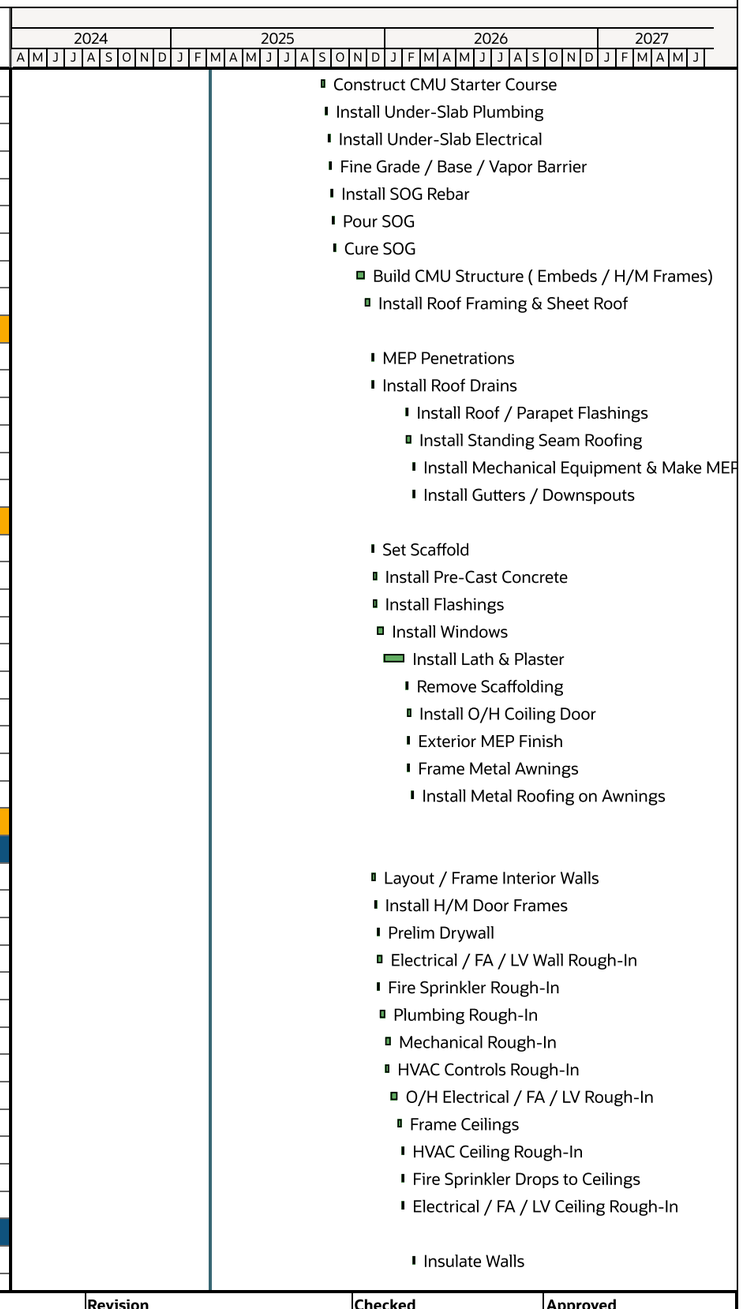


Current
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
LM-1060	Construct CMU Starter Course	5d	12-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1070	Install Under-Slab Plumbing	3d	18-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1080	Install Under-Slab Electrical	3d	22-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1090	Fine Grade / Base / Vapor Barrier	2d	25-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1100	Install SOG Rebar	2d	27-Sep-25	29-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1110	Pour SOG	1d	30-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1120	Cure SOG	3d	01-Oct-25	03-Oct-25	7x8, no holidays - 7x8, no holidays
LM-1130	Build CMU Structure (Embeds / H/M Frames)	12d	12-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1140	Install Roof Framing & Sheet Roof	7d	26-Nov-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	06-Dec-25	19-Feb-26	
LM-1150	MEP Penetrations	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1160	Install Roof Drains	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1170	Install Roof / Parapet Flashings	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1180	Install Standing Seam Roofing	10d	03-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1190	Install Mechanical Equipment & Make MEP Connections	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1200	Install Gutters / Downspouts	3d	14-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		50d	06-Dec-25	17-Feb-26	
LM-1210	Set Scaffold	3d	06-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1220	Install Pre-Cast Concrete	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1230	Install Flashings	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1240	Install Windows	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1250	Install Lath & Plaster	30d	29-Dec-25	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1260	Remove Scaffolding	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1270	Install O/H Coiling Door	5d	06-Feb-26	12-Feb-26	5x8, with holidays - 5x8, with holidays
LM-1280	Exterior MEP Finish	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1290	Frame Metal Awnings	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1300	Install Metal Roofing on Awnings	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		115d	06-Dec-25	21-Apr-26	
Framing / MEP Rough-In		48d	06-Dec-25	02-Feb-26	
LM-1310	Layout / Frame Interior Walls	7d	06-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1320	Install H/M Door Frames	3d	11-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1330	Prelim Drywall	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1340	Electrical / FA / LV Wall Rough-In	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1350	Fire Sprinkler Rough-In	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1360	Plumbing Rough-In	8d	20-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1370	Mechanical Rough-In	8d	31-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1380	HVAC Controls Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1390	O/H Electrical / FA / LV Rough-In	10d	10-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1400	Frame Ceilings	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1410	HVAC Ceiling Rough-In	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1420	Fire Sprinkler Drops to Ceilings	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1430	Electrical / FA / LV Ceiling Rough-In	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		57d	14-Feb-26	21-Apr-26	
LM-1440	Insulate Walls	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

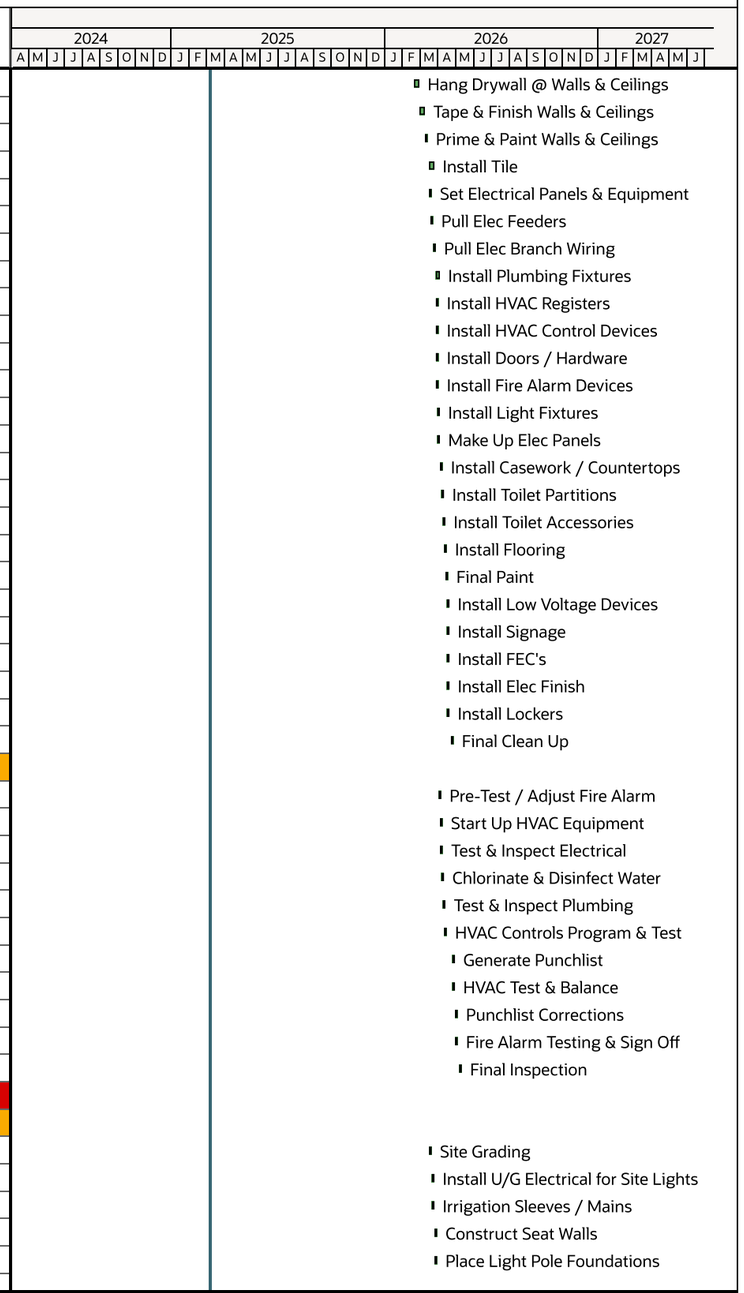


Current
Progress
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
LM-1450	Hang Drywall @ Walls & Ceilings	8d	17-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1460	Tape & Finish Walls & Ceilings	8d	26-Feb-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1470	Prime & Paint Walls & Ceilings	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1480	Install Tile	10d	13-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1490	Set Electrical Panels & Equipment	2d	13-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1500	Pull Elec Feeders	5d	16-Mar-26	20-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1510	Pull Elec Branch Wiring	5d	21-Mar-26	26-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1520	Install Plumbing Fixtures	8d	25-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1530	Install HVAC Registers	3d	25-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1540	Install HVAC Control Devices	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1550	Install Doors / Hardware	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1560	Install Fire Alarm Devices	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1570	Install Light Fixtures	5d	27-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1580	Make Up Elec Panels	5d	27-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1590	Install Casework / Countertops	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1600	Install Toilet Partitions	2d	03-Apr-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1610	Install Toilet Accessories	2d	06-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1620	Install Flooring	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1630	Final Paint	3d	10-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1640	Install Low Voltage Devices	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1650	Install Signage	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1660	Install FEC's	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1670	Install Elec Finish	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1680	Install Lockers	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1690	Final Clean Up	2d	20-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		30d	31-Mar-26	04-May-26	
LM-1700	Pre-Test / Adjust Fire Alarm	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1710	Start Up HVAC Equipment	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1720	Test & Inspect Electrical	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1730	Chlorinate & Disinfect Water	2d	03-Apr-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1740	Test & Inspect Plumbing	5d	06-Apr-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1750	HVAC Controls Program & Test	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1760	Generate Punchlist	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1770	HVAC Test & Balance	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1780	Punchlist Corrections	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1790	Fire Alarm Testing & Sign Off	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1800	Final Inspection	1d	04-May-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Areas		99d	14-Mar-26	08-Jul-26	
Plaza Between Baseball Fields 1,2,3,4		75d	14-Mar-26	09-Jun-26	
PLZB-1000	Site Grading	3d	14-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1010	Install U/G Electrical for Site Lights	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1020	Irrigation Sleeves / Mains	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1030	Construct Seat Walls	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1040	Place Light Pole Foundations	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

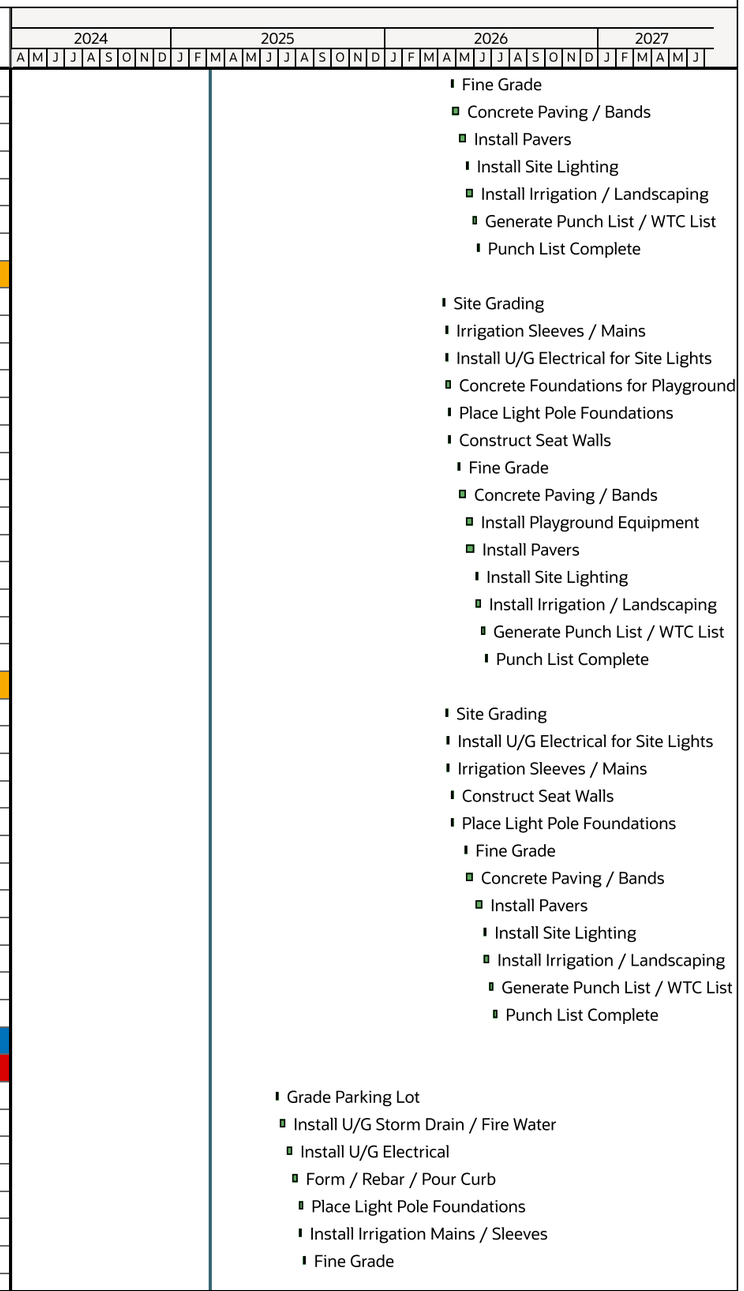


Current
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLZB-1050	Fine Grade	3d	20-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1060	Concrete Paving / Bands	10d	23-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1070	Install Pavers	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1080	Install Site Lighting	5d	16-May-26	21-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1090	Install Irrigation / Landscaping	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1100	Generate Punch List / WTC List	5d	29-May-26	03-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1110	Punch List Complete	5d	04-Jun-26	09-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Baseball Fields 1,4,5,6		67d	07-Apr-26	23-Jun-26	
PLZB-1120	Site Grading	3d	07-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1130	Irrigation Sleeves / Mains	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1140	Install U/G Electrical for Site Lights	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1185	Concrete Foundations for Playground Equipment	10d	10-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1150	Place Light Pole Foundations	5d	16-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1160	Construct Seat Walls	5d	16-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1170	Fine Grade	3d	01-May-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1180	Concrete Paving / Bands	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1190	Install Playground Equipment	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1200	Install Pavers	12d	16-May-26	30-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1210	Install Site Lighting	5d	01-Jun-26	05-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1220	Install Irrigation / Landscaping	10d	01-Jun-26	11-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1230	Generate Punch List / WTC List	5d	12-Jun-26	17-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1240	Punch List Complete	5d	18-Jun-26	23-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 5,6,7,8		76d	10-Apr-26	08-Jul-26	
PLZB-1250	Site Grading	3d	10-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1260	Install U/G Electrical for Site Lights	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1270	Irrigation Sleeves / Mains	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1280	Construct Seat Walls	5d	20-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1290	Place Light Pole Foundations	5d	20-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1300	Fine Grade	3d	13-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1310	Concrete Paving / Bands	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1320	Install Pavers	12d	01-Jun-26	13-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1330	Install Site Lighting	5d	15-Jun-26	19-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1340	Install Irrigation / Landscaping	10d	15-Jun-26	25-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1350	Generate Punch List / WTC List	5d	26-Jun-26	01-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1360	Punch List Complete	5d	02-Jul-26	08-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lots		246d	25-Jun-25	12-Jun-26	
Parking Lot A		56d	25-Jun-25	13-Sep-25	
PLA-1000	Grade Parking Lot	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1010	Install U/G Storm Drain / Fire Water	10d	01-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1020	Install U/G Electrical	8d	14-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1030	Form / Rebar / Pour Curb	10d	23-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1040	Place Light Pole Foundations	7d	04-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1050	Install Irrigation Mains / Sleeves	5d	04-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1060	Fine Grade	4d	12-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days

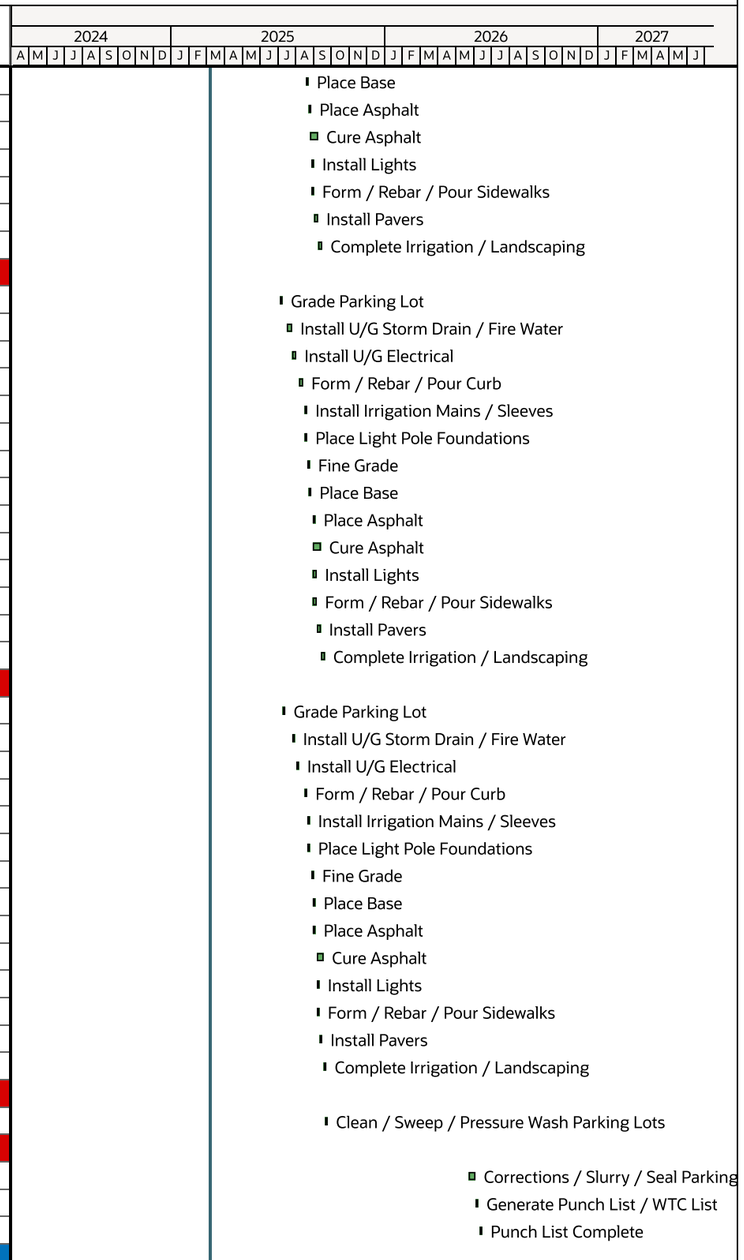


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLA-1070	Place Base	5d	16-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1080	Place Asphalt	2d	22-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1090	Cure Asphalt	14d	24-Aug-25	06-Sep-25	7x8, no holidays - 7x8, no holidays
PLA-1100	Install Lights	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1110	Form / Rebar / Pour Sidewalks	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1120	Install Pavers	5d	30-Aug-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1130	Complete Irrigation / Landscaping	7d	06-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lot B		56d	01-Jul-25	18-Sep-25	
PLB-1000	Grade Parking Lot	4d	01-Jul-25	05-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1010	Install U/G Storm Drain / Fire Water	8d	14-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1020	Install U/G Electrical	6d	23-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1030	Form / Rebar / Pour Curb	8d	04-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1040	Install Irrigation Mains / Sleeves	4d	13-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1050	Place Light Pole Foundations	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1060	Fine Grade	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1070	Place Base	4d	22-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1080	Place Asphalt	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1090	Cure Asphalt	14d	29-Aug-25	11-Sep-25	7x8, no holidays - 7x8, no holidays
PLB-1100	Install Lights	4d	29-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1110	Form / Rebar / Pour Sidewalks	5d	29-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1120	Install Pavers	5d	05-Sep-25	10-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1130	Complete Irrigation / Landscaping	7d	11-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lot C		54d	07-Jul-25	19-Sep-25	
PLC-1000	Grade Parking Lot	3d	07-Jul-25	09-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1010	Install U/G Storm Drain / Fire Water	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1020	Install U/G Electrical	4d	30-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1030	Form / Rebar / Pour Curb	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1040	Install Irrigation Mains / Sleeves	5d	19-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1050	Place Light Pole Foundations	4d	19-Aug-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1060	Fine Grade	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1070	Place Base	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1080	Place Asphalt	3d	29-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1090	Cure Asphalt	14d	03-Sep-25	16-Sep-25	7x8, no holidays - 7x8, no holidays
PLC-1100	Install Lights	3d	03-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1110	Form / Rebar / Pour Sidewalks	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1120	Install Pavers	5d	09-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1130	Complete Irrigation / Landscaping	5d	15-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Clean Up Parking Lots		5d	17-Sep-25	22-Sep-25	
A11350	Clean / Sweep / Pressure Wash Parking Lots	5d	17-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Corrections / Slurry / Seal Parking Lots		21d	20-May-26	12-Jun-26	
PLC-1140	Corrections / Slurry / Seal Parking Lots	10d	20-May-26	01-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1370	Generate Punch List / WTC List	5d	02-Jun-26	06-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1380	Punch List Complete	5d	08-Jun-26	12-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Steel Fencing		52d	28-Mar-26	27-May-26	

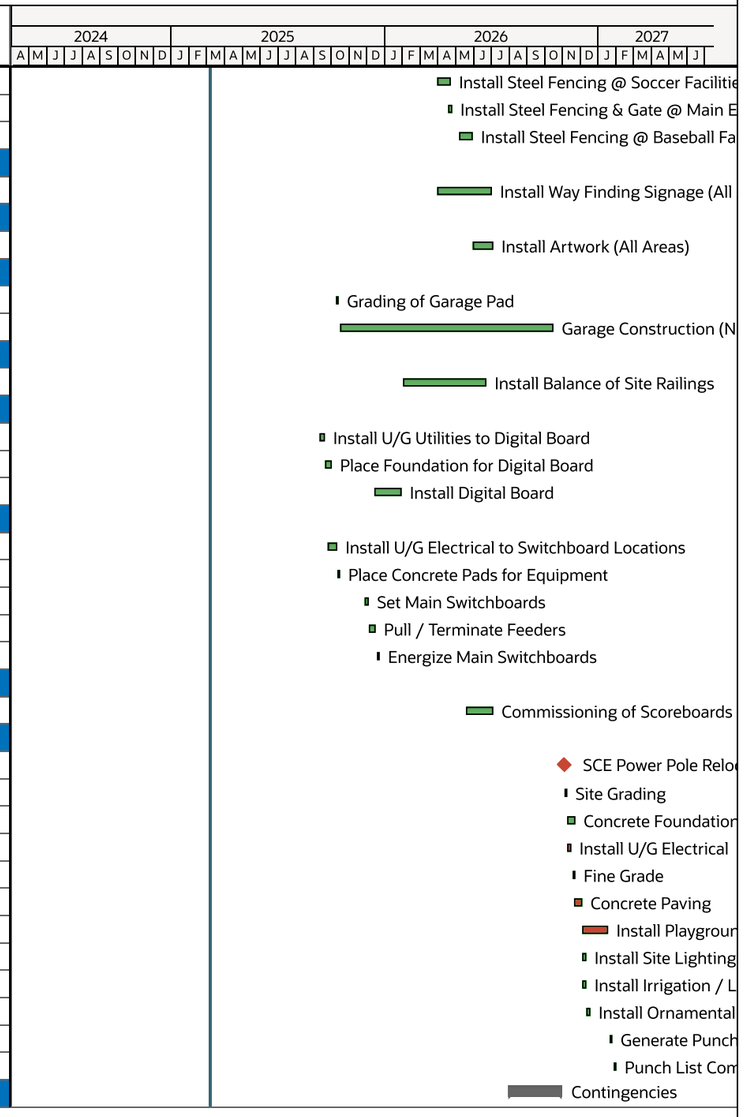


Current
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Tilden-Coil CONSTRUCTORS
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FENC-1000	Install Steel Fencing @ Soccer Facilities	20d	28-Mar-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FENC-1010	Install Steel Fencing & Gate @ Main Entry	8d	15-Apr-26	23-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FENC-1020	Install Steel Fencing @ Baseball Facilities	20d	04-May-26	27-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Way Finding Signage (All Areas)		81d	28-Mar-26	30-Jun-26	
A11330	Install Way Finding Signage (All Areas)	80d	28-Mar-26	30-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Artwork Installation (All Areas)		30d	29-May-26	02-Jul-26	
A11340	Install Artwork (All Areas)	30d	29-May-26	02-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Garage		261d	06-Oct-25	14-Oct-26	
GAR-1000	Grading of Garage Pad	5d	06-Oct-25 C	10-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
GAR-1010	Garage Construction (NIC)	255d	13-Oct-25	14-Oct-26	5x8, with holidays - 5x8, with holidays
Site Railings		121d	31-Jan-26	20-Jun-26	
RAIL-1000	Install Balance of Site Railings	120d	31-Jan-26	20-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Digital Board		118d	08-Sep-25	28-Jan-26	
DB-1000	Install U/G Utilities to Digital Board	10d	08-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
DB-1010	Place Foundation for Digital Board	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
DB-1020	Install Digital Board	40d	11-Dec-25	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Main Switchboards		70d	22-Sep-25	15-Dec-25	
MSB-1000	Install U/G Electrical to Switchboard Locations	15d	22-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1010	Place Concrete Pads for Equipment	5d	09-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1020	Set Main Switchboards	5d	25-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1030	Pull / Terminate Feeders	10d	03-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1040	Energize Main Switchboards	1d	15-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Commissioning		41d	15-May-26	01-Jul-26	
CX-1000	Commissioning of Scoreboards / Digital Board / AV	40d	15-May-26	01-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Late Phase (After Relocation of SCE Poles)		60d	02-Nov-26	29-Jan-27	
LP-1000	SCE Power Pole Relocation	0d		02-Nov-26 C	5x8, with holidays - 5x8, with holidays
LP-1010	Site Grading	4d	02-Nov-26	05-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1025	Concrete Foundations for Playground Equipment	10d	06-Nov-26	20-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1020	Install U/G Electrical	5d	06-Nov-26	13-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1030	Fine Grade	3d	16-Nov-26	18-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1040	Concrete Paving	8d	19-Nov-26	02-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1050	Install Playground Equipment	30d	03-Dec-26	15-Jan-27	5x8, with holidays - 5x8, with holidays
LP-1060	Install Site Lighting	5d	03-Dec-26	09-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1070	Install Irrigation / Landscaping	5d	03-Dec-26	09-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1080	Install Ornamental Fencing	5d	10-Dec-26	16-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1090	Generate Punch List / WTC List	5d	18-Jan-27	22-Jan-27	5x8, with holidays - 5x8, with holidays
LP-1100	Punch List Complete	5d	25-Jan-27	29-Jan-27	5x8, with holidays - 5x8, with holidays
Contingencies		66d	27-Jul-26	27-Oct-26	



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EXHIBIT "C"

COMPENSATION

NTE $8,881,770

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **K & Z Cabinet Co., Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Finish Carpentry

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Hundred Forty-Two Thousand Four Hundred**

Twenty Dollars ($242,420). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $5,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

K & Z Cabinet Co., Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Bogh Construction, LLC.,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Concrete: South Site Concrete

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Eleven Million Nine Hundred Eighty Thousand Dollars**

($11,980,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $20,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Bogh Construction, LLC.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **American Landscape, Inc.,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Landscape & Irrigation

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Twenty-One Million One Hundred Ninety-Eight**

Thousand Dollars ($21,198,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $20,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

American Landscape, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Star Hardware, Inc.,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Doors, Frames, Hardware

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Nine Hundred Seventy-Nine Thousand Five Hundred**

Dollars ($979,500). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $5,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

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Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
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General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
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Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Star Hardware, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

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As a result of the Request for Proposal "UC System-wide RFP – Audio Visual Goods and Services – Feb 4 2019", the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

KEY CODE MEDIA, INC.

The terms and conditions of this Agreement will supersede and take precedence over those of any pre-existing agreement between any UC Location and Supplier as of the Effective Date of this Agreement.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

a) The term of the Agreement will be from **9/01/19** and through **8/31/2019** and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

The initial term of the Agreement will be from **09/01/19** and through **08/31/2024** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for 3 (three) successive **1 (one)** -year periods (each, a Renewal Term), by providing Supplier with at least **15** calendar days' written notice before the end of the Initial Term or any Renewal Term.

b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.

c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be considered. Each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

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Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows:

All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

All invoices must clearly indicate the following information:

California sales tax as a separate line item;
Shipping costs as a separate line item;
UC Purchase Order or Release Number;
Description, quantity, catalog number and manufacturer number of the item ordered;
Net cost of each item;
Any pay/earned/dynamic discount;
Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Supplier agrees to extend pricing and Services to the California State University institutions (CSU) and the California Community Colleges (CCC) under the following conditions:

i) Supplier agrees to extend the same product pricing and Services to the CSU and CCC campuses under the terms of this Agreement, but under separate agreements with CSU and CCC.

ii) All contractual administration issues regarding this Agreement (e.g. terms and conditions, extensions, renewals, etc.) will remain UC's responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU or CCC campuses will be addressed, administered, and resolved by Supplier and the appropriate CSU or CCC campus. UC, CSU and CCC are separate and distinct governmental entities. As such, CSU's and CCC's administrative units and campuses are financially separate from UC and will be responsible for their respective individual commitments, financial and otherwise.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: Settlement Method and/or Terms, in accordance with the capabilities of Supplier and the location (refer to Campus Capabilities Chart).

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

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To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	David Rusting
Phone	510-987-0086
Email	David.rusting@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	Monte Ratzlaff
Phone	510-987-0858
Email	Monte.ratzlaff@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Michael Wegmann
Phone	510-987-0428
Email	Michael.wegmann@ucop.edu
Address	260 Cousteau Place Suite 150
	Davis, CA 95618

To Supplier:

Name	Key Code Media, Inc.
Phone	818-303-3900
Email	uc@keycodemedia.com
Address	270 S Flower Street
	Burbank, CA 91502

6. Intellectual Property, Copyright and Patents

/___/ The Goods and/or Services involve Work Made for Hire

/__x_/ The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

/___/ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

/_x__/ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

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8. Prevailing Wages

/___/ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

/___/ Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE –Key Code Media, Inc.

12. Cooperative Purchasing

Supplier agrees to extend for Goods and/or Services to participating agencies (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility except as outlined in the above referenced Request for Proposal "UC System-wide RFP – Audio Visual Goods and Services – Feb 4 2019." Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

13. Service-Specific and/or Goods-Specific Provisions

Audio Visual Equipment and applicable Services

14. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the

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individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Incorporated Documents

The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

a) Statement of Work – Attachment A

b) UC Terms and Conditions of Purchase, dated 09/04/18.

c) Appendix Data Security and Privacy, dated 05/24/18.

d) Appendix Business Associate Agreement dated 05/16/17

e) Appendix Electronic Commerce date 09/19/17

f) Request for Proposal - "UC System-wide RFP – Audio Visual Goods and Services – Feb 4 2019"

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

The Agreement is signed below by the parties' duly authorized representatives.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**KEY CODE MEDIA, INC.**
DocuSigned by: Justin Sullivan C51AF9F2384C40B...	
(Signature)	(Signature)
Justin Sullivan Director, Strategic Sourcing	Ka man Chan, CFO
(Printed Name, Title)	(Printed Name, Title)
9/12/2019	09/11/2019
(Date)	(Date)

DocuSign Envelope ID: 07C73721-B4F9-416E-B267-1A1AA64EE01F

Statement of Work - Attachment A
Purchasing Agreement #2019.001407

1. DESCRIPTION/GOODS and SERVICES SCOPE

1.1. Goods Scope

The scope of the Goods component includes, but is not limited to, Supplier providing audio and visual Goods (see below categories) that will provide maximum value to the UC through enhanced technology, superior customer service, streamlined processes, and lower total cost of ownership.

Categories

- Flat Panel Displays
- Video Inputs/Audio/Video
- Conferencing systems/cameras/encoder and decoder/etc.
- Audio Systems
- Projection Screens
- Video Projectors
- Control Systems
- Wireless Presentation-video inputs
- Lecture Capture
- Accessories
- Other (Cabling, etc.)

1.2. Services Scope:

The scope of the Services component includes, but is not limited to, the ability to develop and coordinate the design, installation, integration, and maintenance of audio visual systems with the UC staff who are responsible for finalizing and testing enterprise operations and, at the direction of UC, with project architect and construction personnel. Supplier will be responsible for deploying a complete system that operates according to the design and specifications, regardless of who installed the various components, specified by any UC Location. UC may request the following services:

- Design/Consultation
- Installation
- Integration
- Maintenance Services.

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1.3. Supplier agrees to extend the terms and conditions of this Agreement, including pricing, to all current and future UC Locations of the University of California and its Affiliates as further detailed at https://www.universityofcalifornia.edu/uc-system/parts-of-uc, ("UC Locations").

2. PRICING

2.1. During the Initial Term and any subsequent Renewal Terms, the Goods and Services will be available for UC purchase, at UC's sole discretion, as stated in Exhibit 1 Goods Pricing and Exhibit 2 Services Rate Card. This pricing is UC net price. There will be no additional separate charges, fees, handling or other incidental costs, unless authorized in writing by UC.

2.2. Supplier was advised that there is no mandatory use policy at UC, and Supplier must compete with other suppliers for UC orders.

3. PROGRAM REQUIREMENTS

3.1. Substitutions: No substitutions of alternate items for Goods and Services ordered will be permitted except with the express approval from authorized UC personnel. Supplier will not substitute and/or interchange a different brand or generic Goods or package size, other than the specific Goods ordered, without authorization from UC.

3.2. Minimum Order: There will be no minimum order requirement during the Initial Term and any subsequent Renewal Terms.

3.3. Order Packaging and Labeling: Each order will be individually wrapped and labeled. Labeling requirements may include but are not limited to:

3.3.1. End-user name.
3.3.2. Building name or number.
3.3.3. Street address.
3.3.4. Department name.
3.3.5. Room number.
3.3.6. Purchase order number.
3.3.7. Goods description.
3.3.8. Quantity.
3.3.9. Number of packages and the total number of packages for the order if more than one (e.g. Box 1 of 3)
3.3.10. Catalog number of the Goods ordered.
3.3.11. Open 32 character field for internal identification.
3.3.12. Internal customer order numbers.
3.3.13. Other information, as requested by the ordering department.

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3.4. Staging of Goods: Supplier agrees to assemble, test, and stage Goods at their facility for multiple pending projects as needed by UC and will work with UC on a delivery schedule that meets the project deadlines, at no additional charge to UC.

3.5. Delivery:

3.5.1. Receiving Locations: Supplier agrees to provide delivery to all of UC current and future authorized personnel and delivery points within the United States of America, as stated on the purchase order by UC. Any shipments outside the United States of America may require additional customs and Value Added Tax (VAT) charges as well as international freight charges.

3.5.2. All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

3.5.3. Rush Delivery Requirements: Supplier agrees to provide best effort to deliver UC emergency orders based on stock availability within twenty four (24) hours after receipt of order and UC will pay for the expedited freight delivery or use UC carrier account number. Rush delivery orders for next day delivery must be requested by UC prior to 1:00 pm Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts to provide next day delivery for rush orders placed after 1:00pm Pacific Time by UC.

If rush delivery freight charge is approved by UC, Supplier must itemize freight and service charges separately from Goods and apply taxes only as is appropriate per the California State Board of Equalization tax guidelines. The UC will be responsible for payment to Supplier of all sales tax applicable to the purchase of the Goods and Services. If requested, any non-taxable shipping charges (e.g. UPS or other third- party freight charges} must be separated from taxable shipping (e.g. handling charges).

3.6. Returns:

3.6.1 Supplier grants UC return Goods rights and full credit for Goods and Services returned when the return request is made by UC to Supplier within thirty (30) days from date of receipt by UC. Supplier agrees to work with UC on a case by case basis to extend the return period to compensate for any time lost due to shipment delay. All return shipping will be at no charge. Credit for returned items will be issued within Fourteen (14) days from receipt of Goods by Supplier, referencing the original Purchase Order and invoice number(s) to which the credit applies.

3.6.2 Returned Goods and Services must be shipped to Supplier in as new condition. Specifically, as new condition includes the following guidelines:

1) All Goods must be returned in their original boxes.
2) Original protective wrapping may be missing but the original packaging is intact and pristine.
3) There are no signs of wear on the item or its packaging.
4) All manuals and instructions are included in their original form.
5) All accessories including power cords, connective cables and digital

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media must be included with the returned item.

3.7. Returns for Replacement:

3.7.1. After the 30 days return period stated above, the number of repair attempts before a Goods will be returned to Supplier will be no more than three (3) times and a replacement with new or factory reconditioned par/unit will be shipped as quickly as possible.

3.7.2. Overnight replacements or loaner equipment: Supplier will work with UC to maximize classroom up-time by providing loaner units at no cost to UC when equipment is down.

3.8. Training:

3.8.1 Supplier will provide technical training of UC Location staff, instructing them on AV Technology System operation, maintenance and troubleshooting. If requested, demonstrate to the UC Location representative any back—end (LAN, Serial or otherwise) system access or control which might be required for maintenance or troubleshooting in the furture.

3.8.2 Supplier will provide a complete close out documentation process to turn over all drawings, manuals, custom quick user guides, custom programming and DSP files.

3.9. Program Management: Supplier will provide the necessary staff and resources to provide program management functions as outlined including, but not limited to:

3.9.1 Program Manager: Supplier will assign a Program Manager (PM) who will have the overall responsibility for managing the UC/Supplier relationship, as well as a dedicated Account Manager (AM) who will have the overall account management responsibility per UC Location. PM and AM are subject to UC approval.

3.9.2 Program Administration: Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement, including, but not limited to:

3.9.2.1. Supplier must maintain full service capabilities at all times to all UC locations.

3.9.2.2. Provide a toll-free 800 number for Customer Service calls for all service related issues and available 24X7, 365 days a year.

3.9.2.3. Coordinate contract/program implementation, including designating associated Project Manager.

3.9.2.4. Account management for on-going contract monitoring, maintenance and communication.

3.9.2.5. Supplier must maintain an account management team for each UC Location as detailed in Exhibit 3 for all administrative and sales

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support from 8 a.m. to 5 p.m. PST Monday through Friday. In addition, Supplier will have one point of contact for the UC IT Commodity manager for any system-wide communications.

3.9.2.6. To insure customer service satisfaction, Supplier is required to call customer 3 days after equipment installation and training. Customer will be defined as a designated user for that UC Location. If the call is not answered by the UC Location, Supplier's representative will leave a voicemail with references to the order in question and with call back information.

3.9.2.7. Supplier's account representative must make frequent on-site visits, at no cost to UC, sufficient to effectively address and resolve issues related to the fulfillment of Suppliers obligations under the Agreement including, but not limited to: customer orders, problems, and invoice disputes; increase sales activity; advice regarding cost reduction and process improvement opportunities; assist in resolving problems; onsite technical support; demonstrate Goods and Services; provide training; and other customer services as required for the efficient operation of the program.

3.9.2.8. Supplier will assign a field sales team at no cost to UC to include the following services:

3.10.2.8.1. Coordinate local education
3.10.2.8.2. All estimates at no charge to UC.
3.10.2.8.3. Consulting
3.10.2.8.4. Pre-Sales Support
3.10.2.8.5. Post-Sales Support

3.10. Order Procedures: Orders placed will be binding when they have been accepted by an authorized representative of Supplier and an acknowledged copy of such acceptance has been communicated to UC. Each such order for any Goods and Services covered by this Agreement and all documents issued as a result thereof, will be governed by this Agreement.

3.10.1. Each order quote will specify the following:

3.10.1.1. Goods:
-Line Item Quantity
-Line Item Manufacturer and Model number
-Line item Description
-Line item Price: MSRP
-Line item Price: Discount off MSRP
-Line item Price: Other discount of MSRP, e.g. volume discounts
-Line item Price: final price to UC after discounts
-Line Item other costs e.g. overnight shipping cost if requested by UC
-Any Goods over $5,000 and classified by UC as a capital, tangible asset with a useful life longer than a year that is not intended for sale in the regular course of business, must

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be listed as separate line items or quantity (1) one.

3.10.1.2. Services:
-Attach detailed Statement of work (SOW) agreed to by UC location
-Type of service provided
-Billable job title for each individual working on project to include total standard billable hourly rate and hours worked.
-All overtime expensed pre-approved by UC
-Travel charges/expenses will not be permitted unless approved by a UC locations for a specific project. Any expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html.

3.10.2. All Goods and Services quotes must be – time and materials not to exceed. Any adjustments must be approved by the UC location, and any Supplier initiated change orders cannot exceed 10% of the original quote.

3.10.3. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

3.11. Goods Certification: Supplier hereby certifies and warrants that all Goods and Services sold to UC under this Agreement:

3.11.1. Will be new and genuine;
3.11.2. Will be provided to UC in the manufacturer's original packaging unless otherwise requested by UC;
3.11.3. Will purchase Goods and Services that are manufactured for retail sale in the United States;
3.11.4. Will be purchased from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.

4. PERFORMANCE REQUIREMENTS AND DELIVERABLES

For any professional services engagements leveraging this Agreement, as directed by each UC Location in a separate SOW with reference to the Agreement, each UC Location and Supplier will agree upon a baseline for scope of each engagement and will create an SOW to include but not limited to:

DocuSign Envelope ID: 07C73721-B4F9-416E-B267-1A1AA64EE01F

4.1. Define the boundaries of scope control.

4.2. Removal and decommissioning of existing AV systems.

4.3. Assembly, configuration, testing and adjustments, audio system programming, control programming, acceptance testing.

4.4. Architecture development, Implementation and migration planning, Proof-of-concept test design and planning, Technical training development and delivery, Infrastructure configuration and testing.

4.5. Installation and de-installation Services

4.6. Identify responsibilities.

4.7. Establish the agreed upon schedule for work activities.

4.8. Supplier will develop a process to monitor progress and provide weekly status reports.

4.9. Create and maintain an issue log to identify, document, and resolve issues.

4.10. Payment plan based upon work completed.

4.11. Personnel access requirements per UC Location.

4.12. Supplier personnel certification requirements.

4.12.1. All technicians, installers, consultants, engineers, designers and programmers must have at least CTS certification

4.12.2. Based upon the services detailed in the SOW, Supplier personnel may be required to have CTS-I or CTS-D certifications depending on the service and stated in the location SOW.

4.12.3. Other certifications will be requested on a case by case bases and documented in the UC Location SOW.

4.13. Services Support: Supplier will provide the following general services or any other detailed services as detailed in the location SOW:

4.13.1. Installation of UC Furnished goods and or goods supplied by supplier.

4.13.2. Integration of specified equipment that may not have been provisioned or installed by the supplier.

4.13.3. Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns.

4.13.4. Based on the design documents, Supplier engineers will conduct a technical implementation kick-off meeting.

4.13.5. Supplier will follow implementation plan, test plan and back-up plan.

4.13.6. Once installation is complete Supplier will assist with follow up support for agreed upon duration following network cutover.

4.13.7. Supplier will provide as-built documentation based on the proposed design and implementation plan and configuration scripts.

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4.13.8. Supplier will conduct project acceptance meeting to provide project transition and knowledge transfer to the UC Location personnel.

4.13.9. Upon completion of system design and/or programming services, the UC location will own the design documents and both the compiled and un-compiled control codes.

4.13.10. Provide a workmanship warranty of at least 1 year for all Services at no cost to UC. Additional warranties will be identified in the UC Location SOW.

5. WARRANTY AND SUPPORT

5.1. Supplier will extend or pass through to UC all third party manufacturer warranties and support to the extent they exceed the equipment warranty.

5.2. Should UC require a higher level of support, UC Location will order and Supplier will provide up to 24X7X365 support with onsite assistance from Supplier Manufacturer.

5.3. UC may perform all maintenance and configuration changes without a Supplier maintenance contract and without incurring costs.

6. SERVICE LEVEL STANDARDS

6.1. Supplier will provide consistent exceptional customer service to all UC Locations. The following chart outlines the baseline expectations of UC for standard service metrics. It is necessary that these minimums be upheld throughout the Initial Term and any subsequent Renewal Terms and that Supplier provides reports on these benchmarks for each UC Location during every Business Review.

6.2. If Supplier falls below the service level expectations it will be escalated to that UC Location's IT Purchasing/Commodity manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the UC the issue may ultimately result in termination of this Agreement. The minimum quality of service standards set forth below recognize that occasional errors are likely; however, Supplier further agrees to use best efforts to achieve 100% quality of service level.

6.3. Expected Delivery and Transit Lead Times:

Rush delivery	- within 24 hours
Pick up returns scheduled	- within 3 business days
Credit/Re-invoice	- within 15 business days after return pick up

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Request for reports	- within 5 business days for non-custom
Quote turnaround time	- within 1 business day (for standard requests)
Return customer calls	- within 30 minutes
Post Project Response time	-onsite within 8 hours
Warranty Service Repair	-onsite within 48 hours
Purchase order fill rate	-95%
Order accuracy	-98%
Delivery On-time	-98%
Invoice/billing accuracy	-98%
Customer service satisfaction	-95%

Expected Response times to system issues based on purchased level of services agreed to by both client and Supplier and outlined in a separated UC Location SOW.

7. REPORTING

7.1. Supplier will provide UC, at a minimum, the following periodic reports (by UC Location) as specified using UC provided templates if available:

Report	Frequency
Total Sales Detail: Total sales by UC Location providing Supplier part number, manufacture part number, UC PO#, item description, item quantity Manufacturer MSRP, UC contracted discount, UC final price, and total cost of goods by PO. Services: type of services, cost by service, total cost of services.	Quarterly to UC IT Commodity Manager

DocuSign Envelope ID: 07C73721-B4F9-416E-B267-1A1AA64EE01F

Service Level Standards Tracking as detailed in Section 6	On Demand; Reports to be generated within 5 business days
Response time for service call and Speed to repair	as needed (please define what this report would include)24 Hours
Quote Turnaround Time	as needed
Invoice accuracy and Billing error correction history	as needed
Inventory Accuracy	as needed

7.2. Supplier agrees to provide other reports as reasonably requested by UC during the Initial Term and any subsequent Renewal Terms at no additional cost to UC.

8. BUSINESS REVIEWS

UC seeks to obtain the most value from each QBR for both UC and Suppliers. In order to do so, UC expects the following to be included in any QBR presentation:

8.1. Sales Data

8.1.1. UC Fiscal Year to Date (beginning July 1).
8.1.2. UC Fiscal Year to Date for the previous year.
8.1.3. Last 12 month spend.
8.1.4. Last 12 month spend for the prior year.

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8.1.5. Outreach and promotions
8.1.5.1. Meetings with end users.

8.1.6. Accounting Issues

8.1.6.1. Past due invoices.
8.1.6.2. User issues.
8.1.6.3. Invoice mismatches.

8.1.7. SLA Scorecard discussions.

8.1.8. In addition, Supplier is to provide UC with all materials at least five (5) business days in advance to allow UC time to review and determine an appropriate agenda.

8.1.9. Supplier and Manufacturer to engage in strategic roadmap discussions with UC.

9. NEW GOODS AND SERVICES

The UC recognizes that Goods and Services additions to the Supplier's offerings are likely to occur during this Agreement. Additions will be considered under the following methods:

9.1. Goods and Services will be categorized with similar Goods and Services or Goods and Services into existing market commodity codes/Goods and Services· families/replacement line items previously defined and agreed to by the UC with-respect to the discount structure.

9.2. In the event the Supplier adds a new specialty Goods and Services line which represents Goods and Services that are substantially different from the Goods and Services or brands represented in the existing market commodity codes/Goods and Services line families/line items, the UC and the Supplier may enter into, negotiations to establish a discount structure, net price, or total cost for the Goods and Services(s) if the UC agrees that the Goods and Services(s) are not covered under an existing market commodity code/Goods and Services line family/line item. The Supplier will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Supplier cannot come to agreement, UC may at its sole opinion conduct a separate formal bidding process.

DocuSign Envelope ID: 07C73721-B4F9-416E-B267-1A1AA64EE01F

Exhibits

to

Statement of Work

Goods Pricing	Exhibit 1
Services Rate Card	Exhibit 2
Account Management Team	Exhibit 3

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Exhibit 1 Goods Pricing Discounts

Equipment Category	Manufacturer Name	Discount off MSRP(1)	Shipping & Freight(2)	Notes
Flat Panel Displays	Sony	23%	Included	
Flat Panel Displays	Panasonic	2%	Included	Discount off of Panasonic education (Currently Top of the Class pricing)
Flat Panel Displays	Samsung	30%	Included	
Flat Panel Displays	NEC	2%	Included	
Flat Panel Displays	LG	13%	Included	
Flat Panel Displays	Sharp Professional	42%	Included	
Video Inputs/Audio/Video	Crestron	11%	Included	11% off with Crestron edu pricing A+ program with registration or 44% off all other non-qualified Goods
Video Inputs/Audio/Video	AMX/Harmon	44%	Included	
Video Inputs/Audio/Video	Extron	42%	Included	
Video Inputs/Audio/Video	Wolfvision	5%	Included	
Video Inputs/Audio/Video	Denon	22%	Included	
Video Inputs/Audio/Video	Evertz	17%	Included	
Video Inputs/Audio/Video	Grass Valley	5%-20%	Included	
Video Inputs/Audio/Video	IPV	5%	Included	
Video Inputs/Audio/Video	AJA	10%	Included	
Video Inputs/Audio/Video	Digital Projections	15%	Included	
Video Inputs/Audio/Video	Telestream	5%-20%	Included	
Conferencing systems/cameras/encoder and decoder/etc.	Panasonic	2%	Included	Discount off of Panasonic education (Currently Top of the Class pricing)
Conferencing systems/cameras/encoder and decoder/etc.	Polycom	33%	Included	
Conferencing systems/cameras/encoder and decoder/etc.	Vaddio	11%	Included	
Conferencing systems/cameras/encoder and decoder/etc.	Sony	22%	Included	
Conferencing systems/cameras/encoder and decoder/etc.	Extron	42%	Included	
Audio Systems	Harmon	33%	Included	
Audio Systems	Extron	42%	Included	
Audio Systems	Shure	36%	Included	
Audio Systems	Biamp	44%	Included	
Audio Systems	Clearone	20%	Included	
Audio Systems	Qsc	35%	Included	
Audio Systems	Listen	33%	Included	
Audio Systems	Sennheiser	11%	Included	
Audio Systems	Mackie	15%	Included	
Audio Systems	Genelec	10%	Included	
Audio Systems	Avid	5%	Included	

(1) Line of Business (LOB) discount percentage off the published Manufacturers Suggested Resale Price (MSRP) or list price by the Manufacturers product line in each category. MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade.

(2). All domestic ground shipments will be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

DocuSign Envelope ID: 07C73721-B4F9-416E-B267-1A1AA64EE01F

Exhibit 1 Goods Pricing Discounts

Equipment Category	Manufacturer Name	Discount off MSRP(1)	Shipping & Freight(2)	Notes
Audio Systems	Harmon	33%	Included	
Audio Systems	Extron	42%	Included	
Audio Systems	Shure	36%	Included	
Audio Systems	Biamp	44%	Included	
Audio Systems	Clearone	20%	Included	
Audio Systems	Qsc	35%	Included	
Audio Systems	Listen	33%	Included	
Audio Systems	Sennheiser	11%	Included	
Audio Systems	Mackie	15%	Included	
Audio Systems	Genelec	10%	Included	
Audio Systems	Avid	5%	Included	
Projection Screens	Da-Lite/Legrand	33%	Included	
Projection Screens	Draper	33%	Included	
Projection Screens	Stewart	25%	Included	
Video Projectors	Panasonic	2%	Included	Discount off of Panasonic education (Currently Top of the Class pricing)
Video Projectors	Epson	2%	Included	Discount off of BriExcludes Pro G and L series models which requires a bid registration. Discount of 18% from Regular MSRP for non-edu pricing.
Video Projectors	NEC	2%	Included	
Video Projectors	Sony	47%	Included	
Video Projectors	Barco	5%-15%	Included	
Control Systems	Extron	42%	Included	
Control Systems	Crestron	11%	Included	11% off with Crestron edu pricing A+ program with registration or 44% off all other non-qualified Goods
Control Systems	AMX	44%	Included	
Control Systems	Clear-Com	10%	Included	
Control Systems	IHSE	5%	Included	
Wireless Presentation-Video Inputs	Extron	42%	Included	
Wireless Presentation-Video Inputs	Crestron	11%	Included	11% off with Crestron edu pricing A+ program with registration or 44% off all other non-qualified Goods

(1) Line of Business (LOB) discount percentage off the published Manufacturers Suggested Resale Price (MSRP) or list price by the Manufacturers product line in each category. MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade.

(2). All domestic ground shipments will be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

DocuSign Envelope ID: 07C73721-B4F9-416E-B267-1A1AA64EE01F

Exhibit 1 Goods Pricing Discounts

Equipment Category	Manufacturer Name	Discount off MSRP(1)	Shipping & Freight(2)	Notes
Lecture Capture	Extron	42%	Included	
Accessories	Legrand	33%	Included	
Accessories	Chief	33%	Included	
Accessories	Middle Atlantic	48%	Included	
Accessories	Furman	30%	Included	
Accessories	Premier	45%	Included	
Accessories	Crimson	15%	Included	
Accessories	Cleartouch	15%	Included	
Accessories	Facilis	5%	Included	
Accessories	IHSE	5%	Included	
Accessories	Premier	45%	Included	
Other	Avid	5%	Included	
Other	Blackmagic	5%	Included	
Other	Adobe	1%	Included	
Other	Ross Video	5%	Included	
Other	NewTek	15%	Included	
Other	Blackmagic	5%	Included	
Other	LiveU	5%	Included	
Other	Pixellot	5%		
Other	Castus	5%		
Other	Cleartouch	25%	Included	
Other	Media-L	5%	Included	

(1) Line of Business (LOB) discount percentage off the published Manufacturers Suggested Resale Price (MSRP) or list price by the Manufacturers product line in each category. MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade.

(2). All domestic ground shipments will be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

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Exhibit 2
Services Rate Card

Audio/Video - SERVICES						
Billable Job Title	*REQUIRED* Years of Experience	Total Standard Billable Hourly Rate(1)	Overtime Multiplier	Overtime Bill Rate	Double Overtime Multiplier	Double Time Rate
Project Manager 1	1-3	$127	1.50	$190.50	2.00	$254.00
Project Manager 2	4-10	$166	1.50	$249.00	2.00	$332.00
Project Manager 3	11+	$200	1.50	$300.00	2.00	$400.00
Designer 1	1-3	$161	1.50	$241.50	2.00	$322.00
Designer 2	4-10	$156	1.50	$234.00	2.00	$312.00
Designer 3	11+	$180	1.50	$270.00	2.00	$360.00
Engineer 1	1-3	$88	1.50	$132.00	2.00	$176.00
Engineer 2	4-10	$146	1.50	$219.00	2.00	$292.00
Engineer 3	11+	$200	1.50	$300.00	2.00	$400.00
Technician 1	1-3	$88	1.50	$132.00	2.00	$176.00
Technician 2	4-10	$146	1.50	$219.00	2.00	$292.00
Technician 3	11+	$200	1.50	$300.00	2.00	$400.00
Installer 1	1-3	$88	1.50	$132.00	2.00	$176.00
Installer 2	4-10	$102	1.50	$153.00	2.00	$204.00
Installer 3	11+	$112	1.50	$168.00	2.00	$224.00
Programmer 1	1-3	$146	1.50	$219.00	2.00	$292.00
Programmer 2	4-10	$171	1.50	$256.50	2.00	$342.00
Programmer 3	11+	$200	1.50	$300.00	2.00	$400.00

(1) Fixed hourly rate includes wages, overhead, general and administrative expenses and profit. Prevailing wages apply

Note: Travel charges/expenses will not be permitted unless approved by a UC Location for a specific project. Any expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which can be found at https://www.ucop.edu/central-travel-management/resources/index.html.

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Exhibit 3
Account Management Team

Exhibit 3: Account Management Team

Key Code Media	Contact Information	
Headquarters	**Main Line**	
Website **Main Line** **Toll Free Line:** **Email:**	www.Keycodemedia.com 818-303-3900 866-KEY-CODE (866-539-2633) UC@keycodemedia.com	
24/7 Support	**Support**	
Primary Email: **Support Line:**	UCsupport@keycodemedia.com 818-303-3980	
Billing	**Grace Najera**	
Primary Email: **Main Line**	UCInvoicing@keycodemedia.com 818-303-3909	
All Other Inquiries	**Akmal Bastourous**	
Primary Email: **Primary Phone#:** **Secondary Phone#:**	UC@keycodemedia.com 818-303-3948 818-303-3900	

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Exhibit 3
Account Management Team

Campuses	Primary Account Manager	Inside Sales Representative
UC Berkeley	**Tom Arenz**	**David McKillip**
Primary Email:	UCB@keycodemedia.com	UCB@keycodemedia.com
Secondary Email:	tarenz@keycodemedia.com	dMcKillip@keycodemedia.com
Primary Phone#:	206-249-4061	206-249-4058
Secondary Phone#:	206-870-0244	206-870-0244
UC Davis	**Tom Arenz**	**David McKillip**
Primary Email:	UCD@keycodemedia.com	UCDavis@keycodemedia.com
Secondary Email:	tarenz@keycodemedia.com	dMcKillip@keycodemedia.com
Primary Phone#:	206-249-4061	206-249-4058
Secondary Phone#:	206-870-0244	206-870-0244
UC Irvine	**Greg Gorian**	**Kelsey Darden**
Primary Email:	UCI@keycodemedia.com	UCI@keycodemedia.com
Secondary Email:	ggorian@keycodemedia.com	kdarden@keycodemedia.com
Primary Phone#:	949-428-4190	818-303-3940
Secondary Phone#:	949-428-4198	818-303-3900
UCLA	**Greg Gorian**	**Kelsey Darden**
Primary Email:	UCLA@keycodemedia.com	UCLA@keycodemedia.com
Secondary Email:	ggorian@keycodemedia.com	kdarden@keycodemedia.com
Primary Phone#:	949-428-4190	818-303-3940
Secondary Phone#:	949-428-4198	818-303-3900
UC Merced	**Tom Arenz**	**David McKillip**
Primary Email:	UCM@keycodemedia.com	UCM@keycodemedia.com
Secondary Email:	tarenz@keycodemedia.com	dMcKillip@keycodemedia.com
Primary Phone#:	206-249-4061	206-249-4058
Secondary Phone#:	206-870-0244	206-870-0244
UC Riverside	**Mark Sambrano**	**Robert Parker**
Primary Email:	UCR@keycodemedia.com	UCR@keycodemedia.com
Secondary Email:	msambrano@keycodemedia.com	rparker@keycodemedia.com
Primary Phone#:	949-757-0303	818-303-3928
Secondary Phone#:	949-428-4198	818-303-3900
UC San Diego	**Mark Sambrano**	**Robert Parker**
Primary Email:	UCSD@keycodemedia.com	UCSD@keycodemedia.com
Secondary Email:	msambrano@keycodemedia.com	rparker@keycodemedia.com
Primary Phone#:	949-757-0303	818-303-3928
Secondary Phone#:	949-428-4198	818-303-3900

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Exhibit 3
Account Management Team

Campuses	Primary Account Manager	Inside Sales Representative
UC San Diego	**Mark Sambrano**	**Robert Parker**
Primary Email:	UCSD@keycodemedia.com	UCSD@keycodemedia.com
Secondary Email:	msambrano@keycodemedia.com	rparker@keycodemedia.com
Primary Phone#:	949-757-0303	818-303-3928
Secondary Phone#:	949-428-4198	818-303-3900
UC San Francisco	**Tom Arenz**	**David McKillip**
Primary Email:	UCSF@keycodemedia.com	UCSF@keycodemedia.com
Secondary Email:	tarenz@keycodemedia.com	dMcKillip@keycodemedia.com
Primary Phone#:	206-249-4061	206-249-4058
Secondary Phone#:	206-870-0244	206-870-0244
UC Santa Barbara	**Greg Gorian**	**Kelsey Darden**
Primary Email:	UCSB@keycodemedia.com	UCSB@keycodemedia.com
Secondary Email:	ggorian@keycodemedia.com	kdarden@keycodemedia.com
Primary Phone#:	949-428-4190	818-303-3940
Secondary Phone#:	949-428-4198	818-303-3900
UC Santa Cruz	**Tom Arenz**	
Primary Email:	UCSC@keycodemedia.com	UCSC@keycodemedia.com
Secondary Email:	tarenz@keycodemedia.com	dMcKillip@keycodemedia.com
Primary Phone#:	206-249-4061	206-249-4058
Secondary Phone#:	206-870-0244	206-870-0244
Medical centers	**Primary Account Manager**	**Inside Sales Representative**
UC Davis Health	**Tom Arenz**	**David McKillip**
Primary Email:	UCDHealth@keycodemedia.com	UCDHealth@keycodemedia.com
Secondary Email:	tarenz@keycodemedia.com	dMcKillip@keycodemedia.com
Primary Phone#:	206-249-4061	206-249-4058
Secondary Phone#:	206-870-0244	206-870-0244
UC Irvine Health	**Greg Gorian**	**Kelsey Darden**
Primary Email:	UCIHealth@keycodemedia.com	UCIHealth@keycodemedia.com
Secondary Email:	ggorian@keycodemedia.com	rparker@keycodemedia.com
Primary Phone#:	949-428-4190	818-303-3928
Secondary Phone#:	949-428-4198	818-303-3900
UCLA Health	**Greg Gorian**	**Kelsey Darden**
Primary Email:	UCLAHealth@keycodemedia.com	UCLAHealth@keycodemedia.com
Secondary Email:	ggorian@keycodemedia.com	kdarden@keycodemedia.com
Primary Phone#:	949-428-4190	818-303-3940
Secondary Phone#:	949-428-4198	818-303-3900
UC San Diego Health	**Mark Sambrano**	**Robert Parker**
Primary Email:	UCSDHealth@keycodemedia.com	UCSDHealth@keycodemedia.com
Secondary Email:	msambrano@keycodemedia.com	rparker@keycodemedia.com
Primary Phone#:	949-757-0303	818-303-3928
Secondary Phone#:	949-428-4198	818-303-3900
UC San Francisco	**Tom Arenz**	**David McKillip**
Primary Email:	UCSFHealth@keycodemedia.com	UCSFHealth@keycodemedia.com
Secondary Email:	tarenz@keycodemedia.com	dMcKillip@keycodemedia.com
Primary Phone#:	206-249-4061	206-249-4058
Secondary Phone#:	206-870-0244	206-870-0244

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Exhibit 3
Account Management Team

National labs	Primary Account Manager	Inside Sales Representative
Lawrence Berkeley	**Tom Arenz**	**David McKillip**
Primary Email:	tarenz@keycodemedia.com	dMcKillip@keycodemedia.com
Secondary Email:	UC@keycodemedia.com	UC@keycodemedia.com
Primary Phone#:	206-249-4061	206-249-4058
Secondary Phone#:	206-870-0244	206-870-0244
Lawrence Livermore	**Tom Arenz**	**David McKillip**
Primary Email:	tarenz@keycodemedia.com	dMcKillip@keycodemedia.com
Secondary Email:	UC@keycodemedia.com	UC@keycodemedia.com
Primary Phone#:	206-249-4061	206-249-4058
Secondary Phone#:	206-870-0244	206-870-0244
Los Alamos	**Tom Arenz**	**David McKillip**
Primary Email:	tarenz@keycodemedia.com	dMcKillip@keycodemedia.com
Secondary Email:	UC@keycodemedia.com	UC@keycodemedia.com
Primary Phone#:	206-249-4061	206-249-4058
Secondary Phone#:	206-870-0244	206-870-0244

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UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Location(s) identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that(i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Where applicable, Supplier will pay all taxes imposed on Supplier. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them without charge, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

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ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier agrees that the Goods and Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Accessibility Requirements. Supplier warrants that:
   1. It complies with California and federal disabilities laws and regulations; and
   2. The Goods and Services will conform to the accessibility requirements of WCAG 2.0AA.

   Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services.

E. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right to use all intellectual property that will be needed to provide the Goods and/or Services.

F. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

G. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

H. UC Code of Conduct for Trademark Licensees. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

I. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its subsupplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.
   1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the

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"work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.

2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods' and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

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ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   1. Each Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000
   3. Personal and Advertising Injury $ 1,000,000
   4. General Aggregate $ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
   1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
   2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL ACQUISITION REGULATIONS – COMMERCIAL GOODS AND SERVICES

Supplier who supplies commercial Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely:

A. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
B. FAR 52.219-8, Utilization of Small Business Concerns;
C. FAR 52.222-4, Contract Work Hours and Safety Standards Act;
D. FAR 52.222-17, Nondisplacement of Qualified Workers;

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E. FAR 52.222-21, Prohibition of Segregated Facilities;
F. FAR 52.222-26, Equal Opportunity;
G. FAR 52.222-35, Equal Opportunity for Veterans;
H. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
I. FAR 52.222-37, Employment Reports on Veterans;
J. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
K. FAR 52.222-41, Service Contract Labor Standards;
L. FAR 52.222-50, Combating Trafficking in Persons;
M. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
N. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
O. FAR 52.222-54, Employment Eligibility Verification;
P. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
Q. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
R. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms “Government” or “Contracting Officer” as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC’s request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC’s request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

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ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC students, staff, faculty, visitors, and members of the public to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Goods and/or Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Goods by

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giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.

F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

A. An investment worth $2,000 or more in Supplier or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or
D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement is subject to the examination and audit of the California State Auditor or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant or cooperative agreement so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to

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oppose or otherwise respond to such disclosure. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security and Privacy and/or Appendix – HIPAA Business Associate will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:
(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below:
    a. Uses bulk packaging;
    b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
    c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
    d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
    e. Uses locally recyclable or certified compostable material.
D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
F. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:
A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
    1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
    2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and

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3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):
   1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Services will be performed at one or more UC Locations, do not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair

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Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed $100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent audit performed by Supplier's independent auditor or independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required audit standards and procedures (http://www.ucop.edu/procurement-services/_files/fw-fw-annual-audit-standards-procedures.pdf), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recently audited time period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Goods and/or Services or Supplier's use of any product in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or product, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or products, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for all Goods and/or Services provided to UC, and other products used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any products used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods or products following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or products will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that all of the Goods and/or Services provided to UC, and other products used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the U.S. Food and Drug Administration and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of medical devices, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such medical device before UC is obligated to purchase or lease such medical device or prior to Supplier's use of such device(s) in its performance of Services. If Supplier provides MDS2 form(s) to UC concurrently with

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its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form(s), and if the MDS2 form(s) is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written approval. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format is required, it must be sent by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

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ARTICLE 36 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 37 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY and/or APPENDIX–BUSINESS ASSOCIATES.

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UNIVERSITY OF CALIFORNIA

Appendix – Data Security and Privacy

ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

A. This Data Security and Privacy Appendix is designed to protect the University of California's (UC) Non-public Information and UC Information Resources (defined below). This Appendix describes the data security and privacy obligations of Supplier and its sub-suppliers that connect to UC Information Resources and/or gain access to Non-public Information (defined below).

B. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the UC.

ARTICLE 2 – DEFINED TERMS

A. Breach. Breach means the unauthorized acquisition, access, use or disclosure of Non-public Information that compromises the security, confidentiality or integrity of such information.

B. Non-public Information. Supplier's provision of Services under this Agreement may involve access to certain information that UC wishes to be protected from further use or disclosure. Non-public Information shall be defined as: (i) Protected Information (defined below); (ii) information UC discloses, in writing, orally, or visually, to Supplier, or to which Supplier obtains access to in connection with the negotiation and performance of the Agreement, and which relates to UC, its students or employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to UC or to Supplier acting on UC's behalf (collectively, "UC Users"), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.

C. Protected Information. Protected Information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), student records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).

D. UC Information Resources. UC Information Resources shall be defined as those devices, networks and related infrastructure that UC owns, operates or has obtained for use to conduct UC business. Devices include but are not limited to, UC-owned or managed storage, processing, communications devices and related infrastructure on which UC data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other UC-

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created or managed business and research data, metadata, and credentials created by or issued on behalf of UC.

E. Work Product. Work Product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to UC and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC.

ARTICLE 3 – ACCESS TO UC INFORMATION RESOURCES

A. In any circumstance when Supplier is provided access to UC Information Resources, it is solely Supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to UC Information Resources. This includes conformance with minimum security standards in effect at the UC location(s) where access is provided. Any Supplier technology and/or systems that gain access to UC Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to this Appendix. No less than annually, Supplier shall evaluate and document whether Supplier's practices accessing UC Information Resources comply with the terms of this Appendix. Documentation of such evaluation shall be made available to UC upon UC's request. Regardless of whether UC requests a copy of such evaluation, Supplier shall immediately inform UC of any findings of noncompliance and certify when findings of non-compliance have been addressed.
B. Supplier shall limit the examination of UC information to the least invasive degree of inspection required to provide the Goods and/or Services. In the event Goods and/or Services include the inspection of a specific threat to or anomaly of UC's Information Resources, Supplier shall limit such inspection in accordance with the principle of least perusal. Supplier will notify UC immediately upon such events.
C. With UC's prior written consent, Supplier may alter a UC Information Resource to the extent such alteration is specifically required for Supplier to provide Goods and/or Services to UC pursuant to the Agreement.

ARTICLE 4 – SECURITY PATCHES AND UPDATES

Supplier is required to perform patches and updates in connection with the Goods and/or Services provided to UC as follows:

A. Devices and Software Provided Directly to UC. Supplier will make available to UC any patches and other updates to system security software or firmware utilized by Supplier in its provision of Goods and/or Services no later than the earlier of thirty (30) days of its commercial release or as recommended by Supplier or Supplier's sub-supplier.
B. Supplier's Internal Systems and Services Necessary for Supplier to Fulfill its Obligations to UC. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.

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ARTICLE 5 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES

A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission. Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles. If collecting Protected Information electronically from individuals on behalf of UC, Supplier's prominently-posted privacy statement will be similar to those used by UC (UC's sample Privacy Statement for websites is available at http://www.ucop.edu/information-technology-services/policies/it-policies-and-guidelines/records-mgmt-and-privacy/files/sampleprivacystatement.doc). Supplier also agrees, to the extent applicable, to comply with UC's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of UC Electronic Information* (https://policy.ucop.edu/doc/7020447/BFB-IS-2), and IS-3, *Electronic Information Security* (https://policy.ucop.edu/doc/7000543/BFB-IS-3).
B. Supplier shall make available to UC all products, systems, and documents necessary to allow UC to audit Supplier's compliance with the terms of this Article 5. UC shall have the right to audit Supplier's compliance with its Information Security Plan and the obligations set forth in Attachment 1.
C. UC reserves the right to monitor Supplier's connectivity to UC Information Resources while Supplier accesses Non-public Information.

ARTICLE 6 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION

Supplier agrees to hold UC's Non-public Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Non-public Information other than to carry out the purposes for which UC disclosed the Non-public Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give UC an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Supplier's transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by UC.

ARTICLE 7 – SAFEGUARD STANDARD

Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this

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Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at UC's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to UC, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

ARTICLE 8 – INFORMATION SECURITY PLAN

A. Supplier acknowledges that UC is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as UC's internal security program for information and systems protection.

B. Supplier will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.

C. Supplier's Information Security Plan will be designed to:
   i. Ensure the security, integrity and confidentiality of Non-public Information;
   ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
   iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
   iv. Reduce risks associated with Supplier having access to UC Information Resources; and
   v. Comply with all applicable legal and regulatory requirements for data protection.

D. On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to UC upon request. At UC's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to UC's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify UC within 72 hours.

ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Non-public Information to UC unless UC requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to UC that such return or destruction has been completed.

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide UC with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If UC determines that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

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ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION

Supplier agrees to notify UC immediately, both orally and in writing, but in no event more than two (2) business days after Supplier receives correspondence or a complaint regarding Non-public Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION

A. **Reporting of Breach**: Supplier will report any confirmed or suspected Breach to UC immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by UC. In the event of a suspected Breach, Supplier will keep UC informed regularly of the progress of its investigation until the uncertainty is resolved.

B. **Coordination of Breach Response Activities:** Supplier will fully cooperate with UC's investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the Breach. Supplier's full cooperation will include but not be limited to Supplier:
   i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit
   ii. Promptly (within 2 business days) designating a contact person to whom UC will direct inquiries, and who will communicate Supplier responses to UC inquiries;
   iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore UC service(s) as directed by UC, and undertake appropriate response activities;
   iv. Providing status reports to UC on Breach response activities, either on a daily basis or a frequency approved by UC;
   v. Coordinating all media, law enforcement, or other Breach notifications with UC in advance of such notification(s), unless expressly prohibited by law; and
   vi. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in UC-initiated meetings and/or conference calls regarding the Breach.

C. **Grounds for Termination.** Any Breach may be grounds for immediate termination of the Agreement by UC.

D. **Assistance in Litigation or Administrative Proceedings.** Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against UC, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

DocuSign Envelope ID: 07C73721-B4F9-416E-B267-1A1AA64EE01F

ARTICLE 12 – ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

ARTICLE 13 – INDEMNITY

The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier's indemnification obligations under the Agreement will include the following fees and costs which arise as a result of Supplier's breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of UC personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against UC; civil judgments entered against UC; attorney's fees, and court costs.

ARTICLE 14 – ADDITIONAL INSURANCE

In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless UC specifies otherwise: $1,000,000 Each Occurrence and $5,000,000 Aggregate.

DocuSign Envelope ID: 07C73721-B4F9-416E-B267-1A1AA64EE01F

FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY
SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)

A. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (*e.g.*, viruses and worms) to gain access to or disrupt UC Information Resources. These requirements, which are incorporated herein, can be found at https://www.pcisecuritystandards.org/document_library. Supplier agrees to provide at least annually, and from time to time at the written request of UC, current evidence (in form and substance reasonably satisfactory to UC) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.

B. In connection with credit card transactions processed for UC, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of UC's financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with UC, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify UC of such circumstances.

C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of UC, current evidence (in form and substance reasonably satisfactory to UC) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.

D. Supplier will immediately notify UC if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

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ATTACHMENT 1

A. Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.

B. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:

i. Designating one or more employees to maintain the comprehensive Information Security Plan;

ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of UC Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
   a. Ongoing employee (including temporary and contract employee) training;
   b. Employee compliance with policies and procedures; and
   c. Means for detecting and preventing security system failures.

iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.

iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.

v. Preventing terminated employees from accessing records containing Protected Information and/or UC Information Resources.

vi. Overseeing service providers, by:
   a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and UC Information Resources consistent with all applicable laws and regulations; and
   b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.

vii. Placing reasonable restrictions upon physical access to records containing Protected Information and UC Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.

viii. Restrict physical access to any network or data centers that may have access to Protected Information or UC Information Resources.

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ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and UC Information Resources; and upgrading information safeguards as necessary to limit risks.

x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of UC Information Resources.

xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and UC Information Resources.

Computer System Security Requirements

To the extent that Supplier electronically stores or transmits Protected Information or has access to any UC Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

A. Secure user authentication protocols including:
   i. Control of user IDs and other identifiers;
   ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
   iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
   iv. Restricting access to active users and active user accounts only; and
   v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
   vi. Periodic review of user access, access rights and audit of user accounts.

B. Secure access control measures that:
   i. Restrict access to records and files containing Protected Information and systems that may have access to UC Information Resources to those who need such information to perform their job duties; and
   ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.

C. Encryption of all transmitted records and files containing Protected Information.

D. Adequate security of all networks that connect to UC Information Resources or access Protected Information, including wireless networks.

E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and UC Information Resources.

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F. Encryption of all Protected Information stored on Supplier devices, including laptops or other portable storage devices.

G. For files containing Protected Information on a system that is connected to the Internet or that may have access to UC Information Resources, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Protected Information.

H. Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

I. Education and training of employees on the proper use of the computer security system and the importance of Protected Information and network security.

With reasonable notice to Supplier, UC may require additional security measures which may be identified in additional guidance, contracts, communications or requirements.

DocuSign Envelope ID: 07C73721-B4F9-416E-B267-1A1AA64EE01F

FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY
GENERAL DATA PROTECTION REGULATION DATA PROTECTION AMENDMENT

During the course of providing Services to, or on behalf of, UC pursuant to the Agreement between UC and Supplier dated _____, Supplier may access or otherwise process personal data as defined below. The Parties agree that with respect to the processing of personal data pursuant to the Agreement or this Data Protection Amendment ("DPA"), UC is the data controller (and shall hereinafter be referred to as the "Controller"), and Supplier is the data processor (and shall hereinafter be referred to as the "Processor"). The Parties have agreed that the Processor will provide the Services to the Controller pursuant to and in accordance with the terms and conditions of the Agreement and this DPA. In the event of a conflict between the terms of this DPA and the Agreement, the terms of this DPA shall govern. Supplier agrees to be bound by the obligations set forth in this DPA. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this DPA on any third party retained by Supplier to provide services for or on behalf of UC.

A. Definitions

Capitalized terms used but not defined in this DPA will have the meanings set forth in the Agreement. The following capitalized terms shall have the meanings set forth herein:

1. "**Data**" means all personal data processed by (or on behalf of) the Processor for the Controller under or in connection with the Agreement, including in the provision of the Services. "Data" as used herein shall also be considered UC Protected Information as defined in Appendix DS;

2. "**Data Subjects' Rights**" means the rights of data subjects as provided in the GDPR including, but not limited to, rights of access, rectification, erasure, restriction of processing, data portability, objection, and the right not to be subject to automated decision making (including profiling);

3. "**EEA**" means European Economic Area;

4. "**EU**" means the European Union;

5. "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

6. "**data subject**," "**personal data**," "**personal data breach**," "**process/processing**," "**pseudonymisation**," and "**supervisory authority**," shall each have the meaning as in the GDPR;

7. "**Subprocessor**" means any third party: (i) who is engaged by the Processor to carry out specific processing activities relating to Data for or on behalf of the Controller; or (ii) to whom the Processor subcontracts any of its obligations in connection with the Agreement.

B. Scope of Processing Data

1. Processor shall process Data solely for the purposes of performing the Services and for the same duration of the Agreement, except as otherwise agreed to in writing by the Parties. The scope and

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further details of Processor's processing activities of Data pursuant to the Agreement DPA are set forth in Addendum A to this DPA.

2. To the extent any additional information is required to be included in the Addendum pursuant to the GDPR or any other applicable EU Member State or EEA state law, or this Agreement otherwise requires amendment, the Parties will cooperate to amend this DPA in a writing signed by both Parties.

C. Subprocessors

1. Except as otherwise set forth in the Addendum, the Processor shall not engage any Subprocessor, or subcontract any of its obligations under or in connection with the Agreement to any Subprocessor, without the prior specific written consent of the Controller.

2. If the Controller approves of any Subprocessor pursuant to the Addendum, the Processor shall give the Controller prior written notice of any intended changes concerning the addition or replacement of such Subprocessors to allow the Controller to approve or object to such changes. Such notice shall include details of the processing activity or activities to be conducted by the applicable Subprocessor and the identity and contact details of such Subprocessor.

3. The Processor shall ensure that any Subprocessor approved by Controller in accordance with this Section C is subject to obligations in a written agreement requiring such Subprocessor to comply with the obligations of this DPA, including, but not limited to, providing sufficient guarantees to implement appropriate technical and organizational measures as required by GDPR. If any Subprocessor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance or non-performance of such Subprocessor.

4. Upon request, the Processor shall provide a copy of each Subprocessor agreement entered into pursuant to this Section C to the Controller.

D. Obligations of the Processor

1. The Processor shall, and shall ensure that each of its employees, approved Subprocessors and any other individual acting under its authority who has access to the Data shall:

   a. process Data in accordance with the terms of this Agreement, DPA or any other written instructions of the Controller, and only to the extent and in the manner necessary to provide Services, and for no other purpose(s). In the event EU or Member State law requires Processor to process in a manner not expressly authorized by this Agreement or the Controller's written instructions, the Processor shall promptly inform the Controller of the applicable legal requirement before processing, unless prohibited from doing so on important public interest grounds, consistent with EU or Member State law;

   b. keep the Data confidential and ensure that any person authorized to process the Data for or on behalf of the Processor (including but not limited to any Processor employees and staff and approved Subprocessors) has agreed to keep the Data confidential, or is otherwise under a statutory obligation to protect the confidentiality of the Data; and

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c. upon reasonable request from the Controller, provide an up-to-date copy of the Data in the format requested by the Controller.

2. In carrying out its obligations under the Agreement and this DPA, the Processor shall comply with all applicable laws and regulations relating to privacy or data protection, including, but not limited to, GDPR.

3. In accordance with GDPR, and taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of processing the Data pursuant to this Agreement, as well as the risks to the rights and freedoms of natural persons and the risks to processing the Data, the Processor represents and warrants that it shall implement appropriate technical and organizational security measures appropriate to such risks, including, as appropriate: (i) the pseudonymisation and encryption of the Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability of and access to the Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

4. The Processor's technical and organizational security measures to protect Data shall include, without limitation, the measures set forth in Appendix DS.

5. The Processor shall assist the Controller in ensuring compliance with Controller's obligations as a Controller by: (a) cooperating with Controller's implementation of appropriate technical and organizational security measures to ensure the security of processing Data; (b) cooperating with Controller notifications to supervisory authorities and/or data subjects, as applicable, of any breaches of Data; (c) cooperating with Controller's conduct of data protection impact assessments, including but not limited to, any requirements to consult with a supervisory authority as required by GDPR. Processor shall also cooperate with additional obligations of Controller that may be required of it pursuant to GDPR and other applicable data protection laws.

6. In the event of any suspected or actual personal data breach, the Processor shall notify the Controller (via the individual identified by UC in the Agreement to receive Notices relating to Appendix DS on behalf of UC) orally and in writing (including by e-mail) immediately after becoming aware of such breach. All breach reporting of Data shall otherwise be consistent with Article 11 of Appendix DS.

7. Except for transfers of Data to the Controller, the Processor shall not process or transfer any Data to any country outside the EEA except pursuant to prior written approval of the Controller, and at all times in compliance with GDPR and other applicable data protection laws.

8. This section is only applicable if Processor's Services include the collection of personal data directly from data subjects: In the event Processor's Services include the collection of personal data directly from data subjects that is to be provided to Controller, unless the parties otherwise agree, the Processor shall be responsible for ensuring that such processing of personal data complies with GDPR requirements, including, but not limited to, obtaining a lawful basis to process the personal data.

9. This section is only applicable if Processor's Services include the transfer of personal data it has collected or obtained from the EEA to Controller: In the event Processor is transferring personal data it has

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collected or otherwise obtained from data subjects in the EEA to Controller for the purposes of performing Services, unless the parties otherwise agree on another transfer mechanism which satisfies GDPR requirements, such transfers shall be governed by the Standard Contractual Clauses set forth in Addendum B to this DPA. Processor acknowledges that Controller is subject to U.S. federal and state laws and regulations, including but not limited to public disclosure laws and regulations that may require the retention and disclosure of information that is the subject of the Agreement. Any liability, claims or damages of Controller shall be limited to the acts or omissions of the Controller. Processor acknowledges that Controller is a U.S. state public institution and is prohibited from assuming liability for the conduct of persons other than Controller's officers, agents, employees, students, invitees, and/or guests.

10. The Processor shall return or destroy Data consistent with the provisions of Article 9 of Appendix DS. In the event EU, EU Member State law or EEA state law requires the storage of such Data, the Processor shall promptly inform the Controller of such requirement.

E. <u>Data Subjects' Rights</u>

1. Except as otherwise set forth in writing by Controller, the Controller shall be responsible for providing data subjects with any information required under GDPR at the time of collecting such data subjects' personal data, as well as any information requested by data subjects relating to the processing of their personal data.

2. The Processor shall notify the Controller (via the individual identified by UC in the Agreement to receive Notices relating to Appendix DS on behalf of UC) in writing (including by e-mail) of each and any request that it receives from a data subject relating to a Data Subject Right. Such written notification shall be made promptly no later than two (2) business days following receipt of the request, and shall include any information in the Processor's custody or control that may assist the Controller to respond to the request.

3. Unless otherwise required by applicable EU, EU Member State law or EEA state law, the Processor shall not respond to any such requests or other communications the Processor receives from data subjects, without the prior written consent of the Controller.

4. The Processor shall assist the Controller in Controller's obligations to respond to requests for exercising Data Subjects' Rights by using appropriate technical and organizational measures, to the extent practicable given the nature of the processing of Data.

F. <u>Accountability</u>

1. Upon written request from the Controller, the Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations under this DPA. The Processor shall make its records, documents, facilities, processes and individuals reasonably available to Controller or Controller's designee for audits or inspections to demonstrate compliance with this DPA.

2. The Processor shall immediately inform the Controller if, in the Processor's opinion, any instruction from the Controller with respect to the processing of Data pursuant to this Agreement violates or contradicts GDPR, or other applicable EU, EU Member State or EEA state data protection laws or regulations.

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Addendum A: Scope of Processing Data

This Addendum is part of the Appendix GDPR and includes details of the processing of Data as required by the Agreement.

1. Processor is processing Data on behalf of the Controller for purposes of the performance of Services described in this Agreement. Data shall be processed for the duration of the term of this Agreement, except as otherwise specifically set forth herein.

2. The purposes(s) of the processing of Data to be carried out by the Processor on behalf of the Controller includes but is not limited to: administration of payroll to employees; quality improvement of laboratory testing, etc.

3. The Data to be processed by the Processor on behalf of the Controller in the performance of Services includes the following: NAME, TITLE, CONTACT INFORMATION, BIRTHDATE, AGE, IDENTIFICATION NUMBERS, ACADEMIC RECORDS, FINANCIAL DATA, the Data also could include the following sensitive data –racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, data concerning sex life or sexual orientation, or data relating to criminal convictions or offenses. If the Processor becomes aware that additional personal data not identified above has been received from the Controller, the Processor shall immediately notify the Controller.

4. The Data to be processed by the Processor on behalf of the Controller in the performance of Services relates to the following categories of data subjects: E.G., PATIENTS, STUDENTS, DONORS, EMPLOYEES, SUPPLIERS, CONSULTANTS

5. Controller authorizes the Processor to subcontract the following processing activities to the following Sub-processors: None.

6. Other than to the United States as may be required for the performance of Services, and for which the Controller has a lawful basis to transfer the Data to the United States pursuant to GDPR, the Processor may transfer Data to the following countries outside of the EEA: “None”

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APPENDIX – HIPAA BUSINESS ASSOCIATE

ARTICLE 1 – GENERAL

A. UC and Supplier desire to protect the privacy and provide for the security of Protected Health Information (as that term is defined herein) used by or disclosed to Supplier in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and 164, the HIPAA Regulations), the Health Information Technology for Economic and Clinical Health Act of 2009 (the HITECH Act), California Health and Safety Code §1280.15, California Civil Code §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this Appendix is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), and the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time.

B. Supplier is or may be a Business Associate as defined under HIPAA. UC wishes to disclose to Supplier certain information, some of which may constitute Protected Health Information or Medical Information. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this Appendix is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This Appendix is effective on the date of the Agreement under which Supplier provides Goods and/or Services to UC (Effective Date).

C. This Appendix applies only if and to the extent Supplier is functioning as a Business Associate to the SHCC.

ARTICLE 2 – DEFINITIONS Except as set forth in this Article 2, capitalized terms used in this Appendix shall have the meaning provided by HIPAA, the HIPAA Regulations, the HITECH Act, California Health and Safety Code §§ 1798.82 and 1798.29, and other applicable laws and regulations.

A. "Agent" means a person or entity, including a sub-supplier or Workforce Member, who has an agency relationship to Supplier and who is required to receive Protected Health Information or Medical Information to provide the Goods and/or Services in the Agreement.

B. "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including 45 CFR §164.402, as well as California Civil Code §§ 1798.29 and 1798.82.

C. "Destruction" means the use of a technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such that the PHI cannot be read, retrieved, or otherwise reconstructed. Redaction is inadequate for the purposes of destruction.

D. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including Section 13400(5).

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E. "Electronic PHI" means PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 160.103. For the purposes of this Appendix, Electronic PHI includes all computerized data, as defined in California Civil Code §§ 1798.29 and 1798.82.

F. "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

G. "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

H. "Medical Information" means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental or physical condition, or treatment and shall have the meaning given to such term under California Civil Code § 56.05.

I. "PHI" means Protected Health Information and Medical Information, collectively.

J. "Protected Health Information" means any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR § 160.103. For the purposes of this Appendix, Protected Health Information includes all medical information and health insurance information as defined in California Civil Code § 1798.82.

K. "Secretary" means the Secretary, Department of Health and Human Services, or his or her designee.

L. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

M. "UC's PHI" means any PHI that Supplier acquires, accesses, uses, discloses, modifies, or destroys in providing Goods and/or Services for UC.

N. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of an Encryption or Destruction technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) of the HITECH Act on the Health and Human Services Web site, as such guidance may be revised from time to time, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.402.

ARTICLE 3 –SUPPLIER'S RESPONSIBILITIES

A. Permitted Uses and Disclosures of PHI. Supplier may use, access and/or disclose PHI received by Supplier pursuant to the Agreement between Supplier and UC, but only for the purpose of providing the Goods and/or Services required of Supplier by the Agreement or as otherwise required by law. Supplier may not

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use, access and/or disclose PHI in any manner that would violate HIPAA if done by UC; except that (i) Supplier may use PHI for Supplier's proper management and administration, if necessary and subject to the requirements in Article 3.B herein, and (ii) Supplier may use PHI to provide data aggregation services relating to the health care operations of UC if expressly provided for in the Agreement. To the extent Supplier carries out one or more of UC's obligations under Subpart E of 45 CFR Part 164, Supplier must comply with the requirements of Subpart E that apply to UC in the performance of such obligation(s).

1. Minimum Necessary. With respect to the use, access, or disclosure of PHI by Supplier as permitted pursuant to this Appendix or the Agreement, Supplier shall limit such use access, or disclosure, to the Minimum Necessary to accomplish the intended purpose of such use, access, or disclosure. Supplier shall determine what constitutes the Minimum Necessary to accomplish the intended purpose in accordance with HIPAA, the HIPAA Regulations and any applicable guidance issued by the Secretary.

2. Documentation of Disclosures. With respect to any disclosures of UC'S PHI by Supplier as permitted under this Article 3, Supplier shall document such disclosures including, but not limited to, the date of the disclosure, the name and, if known, the address of the recipient of the disclosure, a brief description of the PHI disclosed, and a brief description of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure. Notwithstanding any record retention requirements elsewhere in the Agreement, for each disclosure of UC'S PHI, Supplier agrees to retain this accounting for a period of at least six (6) years from the date of such disclosure.

3. Electronic Transaction Standards. Where applicable, Supplier shall adhere to the transaction standards as specified in 45 CFR Parts 160 and 162.

B. Other Permitted Uses and Disclosures of PHI. Subject to the limitation in Article 3.C below, Supplier may, if necessary and only to the extent necessary, use, access or disclose PHI (i) for Supplier's proper management and administration, or (ii) to carry out Supplier's legal responsibilities. Supplier shall obtain reasonable assurances from the person to whom PHI is being disclosed that, as required under this Appendix, the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Supplier shall require that any Breaches or Security Incidents be immediately reported to Supplier. Supplier shall then report the Breach or Security Incident to UC in accordance with Article 3.G.

C. Nondisclosure of PHI. Supplier is not authorized and shall not use, access or further disclose UC's PHI other than as permitted or required under the Agreement, including this Appendix, or as required by law or regulation.

1. Disclosures Required by Law. In the event Supplier is or may be required by law to disclose PHI, including, but not limited to, pursuant to service with legal process or a request from a governmental agency, Supplier shall promptly notify UC of such requirement, and in any case, within five (5) business days of its receipt of such legal process or request. Supplier shall give UC reasonable opportunity to oppose such disclosure or take other appropriate action before Supplier discloses the PHI.

2. UC Consent Required. Supplier shall not disclose PHI without UC's consent unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

D. Prohibition on Sale of PHI for Remuneration. Subject to the limitations set forth in 45 CFR § 164.502, Supplier shall not directly or indirectly receive remuneration in exchange for any of UC's PHI unless Supplier first obtains authorization from UC.

E. Security Standards. Supplier shall take appropriate security measures (i) to protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of UC and (ii) to prevent any use or disclosure of the PHI other than as provided by the Agreement and this

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Appendix. Appropriate security measures include the implementation of the administrative, physical and technical safeguards specified in Subpart C of 45 CFR Part 164 of the HIPAA Security Rule.

F. Security Documentation. Supplier shall maintain the policies and procedures implemented to comply with Article 3.E in written form (paper or electronic). If an action, activity or assessment is required to be documented, Supplier shall maintain a written record (paper or electronic) of the action, activity, or assessment, shall retain the documentation for six (6) years from the date of its creation or the date when it last was in effect, whichever is later, make documentation available to those persons responsible for implementing the procedures to which the documentation pertains, and review documentation periodically, and update as needed, in response to environmental or operational changes affecting the security of the PHI.

G. Notification of Breaches and Security Incidents. Supplier shall notify UC in writing as soon as possible, but in no event more than ten (10) business days, after Supplier becomes aware of any Breach or Security Incident involving UC's PHI. Supplier shall be deemed to be aware of any Breach or Security Incident as of the first day on which such Breach or Security Incident is known or reasonably should have been known to its officers, employees, agents or sub-suppliers. Supplier shall identify as soon as practicable each individual whose unsecured PHI has been, or is reasonably believed by Supplier to have been, accessed, acquired, or disclosed during such Breach or Security Incident. Supplier shall cooperate in good faith with UC in the investigation of any Breach or Security Incident. For purposes of this Appendix, the Parties agree that UC is on continued notice of the general pings and other routine attempted unauthorized accesses to Supplier's system and there is no need for further notification under this Appendix.

H. Prompt Corrective Actions. In addition to the notification requirements in Article 3.G, and with prior notice to UC, Supplier shall take (i) prompt corrective action to remedy any Breach or Security Incident, (ii) mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Supplier, and (iii) take any other action required by applicable federal and state laws and regulations pertaining to such Breach or Security Incident.

1. Notification of Corrective Action and Provision of Policies. As soon as possible, but no later than fifteen (15) calendar days after discovery of the Breach or Security Incident, Supplier shall provide written notice to UC of (i) the actions initiated by Supplier to mitigate any harmful effect of such Breach or Security Incident and (ii) the corrective action Supplier has initiated or plans to initiate to prevent future similar Breaches or Security Incidents. UC shall have the right to make recommendations to Supplier regarding its corrective action, and Supplier shall reasonably consider, and work with UC, to implement such recommendations. Upon UC's request, Supplier will also provide to UC a copy of Supplier's policies and procedures that pertain to the Breach or Security Incident involving UC's PHI, including procedures for curing any material breach of this Appendix.

I. Use and Disclosure of De-Identified UC Data by Supplier. Supplier may only use or disclose UC de-identified data only if the de-identified data meets the standard and implementation specifications for de-identification under 45 CFR § 164.514 and (i) such use or disclosure is provided for in the Agreement or (ii) Supplier receives UC's prior written consent.

J. Supplier's Obligation to Provide Materials. Supplier shall make certain relevant information concerning the use, disclosure, or security of UC's PHI available to UC upon UC's request with the following restrictions. Supplier shall make its internal practices, books, and records relating to the use, disclosure, or security of UC's PHI available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining UC's and/or Supplier's compliance with federal and state privacy and security laws and regulations.

L. Right to Review Supplier's Processes. UC has the right, at its discretion, to review facilities, systems, procedures, records, books, agreements, policies and procedures relating to the use and/or disclosure of UC's PHI to determine Supplier's compliance with federal and state privacy and security laws and

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regulations. Except in the instance UC has received credible information of a Breach or Security Incident involving Supplier and UC's PHI, UC agrees to provide at least thirty (30) days' notice via a written request of its intent to review Supplier's processes and Supplier shall make available to UC and its authorized agents, during normal business hours, all facilities, systems, procedures, records, books, agreements, policies and procedure.

M. Supplier is required to disclose PHI (i) to the Secretary when required to investigate or determine UC's compliance with HIPAA, and (ii) to UC, the individual, or the individual's designee, as necessary to satisfy UC's obligations under 45 CFR 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

N. Regulatory Compliance. In connection with all matters related to the Agreement and this Appendix, Supplier (i) acknowledges that it may not use or disclose PHI in a manner that would violate the requirements of federal or state law if done by UC, and (ii) shall comply with all applicable federal and state laws and regulations, including, but not limited to HIPAA; the HIPAA Regulations; 45 CFR §§ Parts 160, 162, and 164; the HITECH Act, Subtitle D, part 1; California Civil Code § 1798.29 and California Health and Safety Code § 1280.15, as they may be amended from time to time.

ARTICLE 4 - Parties' Responsibilities with Respect to Rights of Individuals

A. Individual's Right to Request Restrictions of PHI. If an individual or his or her representative requests that Supplier restrict the use and disclosure of the individual's PHI, Supplier shall notify UC in writing within five (5) business days after receipt of any request. Upon written notice from UC that it agrees to comply with the requested restrictions, Supplier agrees to comply with any instructions to modify, delete, or otherwise restrict the use and disclosure of the subject's PHI.

B. Individual's Request for Amendment of PHI. If the Agreement provides that an individual may request Supplier to amend the individual's PHI, Supplier shall inform UC within five (5) business days after receipt of any request by or on behalf of the subject of the PHI to amend the PHI that Supplier maintains for or on behalf of UC. Supplier shall, within twenty (20) calendar days after receipt of a written request, make the subject's PHI available to UC as may be required to fulfill UC's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.526. Supplier shall, as directed by UC, incorporate any amendments to UC's PHI into copies of such PHI maintained by Supplier.

C. Individual's Request for an Accounting of Disclosures of PHI. If the Agreement provides that an individual may request an accounting of disclosures of the individual's PHI, Supplier shall document all disclosures of PHI and, within twenty (20) calendar days after receipt of a written request, make available to UC, and, if authorized in writing by UC, to the subject of the PHI, such information maintained by Supplier or its agents as may be required to fulfill UC's obligations to provide an accounting for disclosures of UC's PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to, 45 CFR § 164.528, and the HITECH Act, including, but not limited to Section 13405(c).

D. Access to Certain Information in Electronic Format. If the Agreement provides that Supplier will use or maintain Electronic Health Records with respect to PHI on behalf of UC, Supplier shall, upon request of UC, provide UC with the requested Electronic Health Record in an electronic format.

ARTICLE 5 – Agents

A. In accordance with 45 CFR § 164.502(e)(1)(ii), to the extent Supplier contracts with Agents in the provision of Goods and/or Services pursuant to the Agreement, Supplier agrees that such Agents may create, receive, maintain or transmit PHI solely for the purpose of providing Goods and/or Services provided for in the Agreement.

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B. Supplier shall require all Agents agree to the same restrictions and conditions that are imposed on Supplier by this Appendix, and to provide written assurance of such agreement, including, but not limited to, Articles 3.E (Security Standards), 3.F (Security Documentation) and 3.G (Notification of Breaches and Security Incidents).

ARTICLE 6 – TERMINATION AND OTHER REMEDIES

A. Material Breach. If UC determines that Supplier has violated a material term of this Appendix, UC may take any of the following actions, at its option:

1. Terminate all applicable agreements, including this Appendix, immediately.

2. Provide Supplier with notification of termination of the applicable agreements, including the Agreement and this Appendix, unless Supplier, within five (5) business days, provides a plan to cure the breach and, within fifteen (15) business days, cures the breach.

3. If termination is not feasible, upon UC's request, Supplier shall:

(a) at its expense, provide a third-party review of the outcome of any plan implemented under Article 6.A.2. to cure the breach; or

(b) at its expense, submit to a plan of monitoring and reporting to demonstrate compliance with this Appendix.

B. Effect of Termination: Return and/or Destruction of PHI held by Supplier or its Agents. Upon termination, expiration or other conclusion of the Appendix for any reason, Supplier shall return or, at UC's option, provide for the Destruction of all of UC's PHI, that Supplier and/or its Agents and sub-suppliers still maintain in any form, and shall retain no copies of UC's PHI. Within thirty (30) calendar days after the termination of this Appendix, Supplier shall both complete such return and/or Destruction and certify in writing to UC that such return or Destruction has been completed.

C. Return or Destruction Not Feasible. If Supplier represents to UC that return or Destruction of UC's PHI is not feasible, Supplier must provide UC with a written statement of the reason that return or Destruction by Supplier or its Agents is not feasible. If UC determines that return or Destruction is not feasible, this Appendix shall remain in full force and effect and shall be applicable to any and all of UC's PHI held by Supplier or its Agents.

ARTICLE 7 – CHANGES TO THIS APPENDIX

A. Compliance with Law. The parties acknowledge that state and federal laws and regulations relating to electronic data security and privacy are rapidly evolving and that additional obligations and responsibilities may be imposed on Supplier to ensure compliance with the new laws and regulations. The parties specifically agree to comply with all applicable laws and regulations and take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI, without need to amend or modify this Appendix. UC will update this Appendix from time to time as required by applicable laws and regulations, and Supplier agrees to sign a revised Appendix upon UC's reasonable request.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

A. Assistance in Litigation or Administrative Proceedings. Supplier shall make itself, and any employees or

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Agents assisting Supplier in the performance of its obligations under the Agreement or this Appendix, available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against UC, its directors, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to PHI security and privacy.

B. Order of Precedence. To the extent that the terms of any other agreement(s) between UC and Supplier are inconsistent with the terms of this Appendix, the terms of this Appendix will control.

C. Survival. The obligations of Supplier under Articles 3.A, 3.C, 3.D, 3.E, 3.F, 3.G, 3.H, 3.I, 3.J, 3.L, 3.M, 4.A, 4.D, 5.A, 7.A, 8.A, and 8.B of this Appendix shall survive the termination of any agreement between UC and Supplier.

The Appendix is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**SUPPLIER**
	Key Code Media, Inc. (Supplier Name)
William M. Cooper (Signature)	(Signature)
William M. Cooper AVP&CPO (Printed Name, Title)	Ka Man Chan, CTO (Printed Name, Title)
5/24/17 (Date)	09/11/2019 (Date)

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Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by two suppliers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-Out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-Out Catalog means a Catalog, hosted by Supplier on Supplier's Site. Users may access this Punch-Out Catalog via an internet link provided by Supplier to UC that redirects a User from the campus eProcurement site to Supplier Site. The Punch-Out Catalog will permit: (a) Users to access the Supplier Website when a User selects the Punch-Out Catalog; (b) User to create an Order through the eProcurement sites; and (c) UC eProcurement sites to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier Mark means Supplier's name, trade name, and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name, and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

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SECTION 4 – ESTABLISHMENT/MAINTENANCE OF CATALOG; SITE RESPONSIBILITY; LICENSE

(a) Establishment and Maintenance. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts. Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system and Order Data will be transmitted according to the appropriate cXML or xCBL standards as the case may be. For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-Out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions or modifications with no less than the lead time directed by UC's Contract Administrator; provided, however, that for all Catalogs that Supplier requests to have a January 1 Go Live Date, Supplier must submit proposed files no later than December 1. Upon UC's approval of the new Catalog file, Supplier will make the updated version of the Catalog file effective on the Go Live Date on which UC and Supplier agree. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-Out Catalog, UC will be invoiced at the lower price. If the price discrepancy is due to UC's failure to timely update a Hosted Catalog, Supplier may charge the higher price and UC will work with Supplier to rectify the problem as quickly as possible.

All Supplier-provided pricing in any Catalogs, whether Hosted or Punch-Out, will be inclusive of all shipping, handling, fees and charges of any sort, except applicable taxes.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors. Supplier agrees that UC may block customized Catalogs at the SKU and/or category level.

UC's Terms and Conditions of Purchase state that the Goods and/or Services must be exactly as specified in the Agreement. For the avoidance of doubt, this means that Supplier may not, without UC's prior consent, substitute items, change SKU numbers or change the number of items in a package in any Catalog.

(b) Site Responsibility. Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its website; (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its website; and (iii) maintaining Internet connectivity.

(c) License. Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and

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at least as good as the customer support that Supplier provides to customers who are purchasing through means other than websites.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows. UC may require Supplier to "brand" Supplier's Punch-Out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-Out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sublicensable right for Supplier to use it solely for the purpose of a UC-branded Punch-Out Catalog hosted by Supplier and subject to the following terms:

Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-Out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Addendum. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-Out Catalog, right to link to and access the Punch-Out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the Catalog, except as supplied by Supplier. UC will not make any representations or warranties, or provide

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any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's concerns are satisfactorily resolved, UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to – UC eProcurement sites and all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such Site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, these provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, this Section will govern; provided, however, that regardless of the provisions of this Section, Supplier must provide UC with Catalog files containing the requested additions, deletions or modifications with no less than the lead time directed by UC's Contract Administrator and that for all Catalogs that Supplier requests to have a January 1 Go Live Date, Supplier must submit proposed files no later than December 1.

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Annual Number of Catalogs: Supplier is allowed to submit no more than 2 catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: biannually
- Price Changes: once per year

Maximum Number of SKUs: [**insert number**]

Acceptable Categories within Catalog: [**list categories**]

Sample Calendar of Changes: [**adapt as needed; this version assumes one pricing change per year and three content changes per year**]

UC's Fiscal Quarter	Calendar Quarter	Month	New Pricing	Content Updates
FQ3	Q1	January		
		February		2/15 File Submission
		March		3/1 Go Live
FQ4	Q2	April		
		May		5/15 File Submission
		June		6/1 Go Live
FQ1	Q3	July		
		August		8/15 File Submission
		September		9/1 Go Live
FQ2	Q4	October		
		December	12/1 File Submission	
		Following January	1/1 Go Live	

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Anderson Charnesky Structural Steel, Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Structural Steel

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Ten Million Eight Hundred Sixty-Nine Thousand**

Dollars ($10,869,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Anderson Charnesky Structural Steel, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Griffith Company**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Concrete: North Site Concrete

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Twenty-Six Million Two Hundred Sixty-Two Thousand Six Hundred Twenty-Seven Dollars ($26,262,627)**. Payment shall be made as set forth in the

General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $20,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Griffith Company

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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DAISY MACIAS
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SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **All American Asphalt**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Asphalt Paving

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Five Million One Hundred Twenty-Four Thousand One Hundred Eighteen Dollars ($5,124,118)**. Payment shall be made as set forth in the General

Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $15,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

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Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

All American Asphalt

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Fusion Sign and Design**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Signage

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Nine Million Three Hundred Nineteen Thousand Four Hundred Ninety-Eight Dollars ($9,319,498)**. Payment shall be made as set forth in the General

Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Fusion Sign and Design

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Pro-Craft Construction, Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Fire Suppression

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Hundred Seventy-Eight Thousand Dollars**

($278,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $5,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

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Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Pro-Craft Construction, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

SECTION 00610 – BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, (hereinafter referred to as the "City") has awarded to Pro-Craft Construction, Inc., (hereinafter referred to as the "Contractor") an agreement for **Contract No. D&C23-022 Ontario Sports Empire – BC19 – Fire Suppression**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of Two Hundred Seventy-Eight Thousand DOLLARS, ($278,000), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario , with its principal place of business at 303 East "B" Street, Ontario, CA 91764 (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20_____, has awarded to Pro-Craft Construction, Inc. hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No. D&C23-022 Ontario Sports Empire – BC19 – Fire Suppression** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of Two Hundred Seventy-Eight Thousand DOLLARS, ($278,000) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Best Contracting Services, Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Aluminum & Glazing

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Four Hundred Thousand Six Hundred Thirty-Two**

Dollars ($400,632). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $5,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Best Contracting Services, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Gonsalves and Santucci, Inc. dba Conco,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Concrete: Structural

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 954 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Million Seven Hundred Sixty Thousand Dollars**

($2,760,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $20,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Gonsalves and Santucci, Inc. dba Conco

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Econo Fence, Inc.,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Chain-Link & Ornamental Fencing

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Twelve Million Seven Hundred Fifty Thousand Dollars**

($12,750,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Econo Fence, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

SECTION 00610 – BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, (hereinafter referred to as the "City") has awarded to Econo Fencing, Inc., (hereinafter referred to as the "Contractor") an agreement for **Contract No. D&C23-022 Ontario Sports Empire – BC24 – Chain-Link & Ornamental Fencing**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of Twelve Million Seven Hundred Fifty Thousand DOLLARS, ($12,750,000), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

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Number of Pages

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_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario , with its principal place of business at 303 East "B" Street, Ontario, CA 91764 (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20_____, has awarded to Econo Fencing, Inc.. hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No. D&C23-022 Ontario Sports Empire – BC24 – Chain-Link & Ornamental Fencing** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of Twelve Million Seven Hundred Fifty Thousand DOLLARS, ($12,750,000) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

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STATE OF CALIFORNIA
COUNTY OF _____

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appeared _____, who proved to me on the basis of satisfactory

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

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WITNESS my hand and official seal.

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Signature of Notary Public

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CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

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_____
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_____
Signer(s) Other Than Named Above

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END OF PAYMENT BOND

SUBCONTRACTOR AGREEMENT CHANGE ORDER

910 North Citrus Ave

Covina, CA 91723

Tel:626-521-5827

Project Name: 9373 East Riverside Drive, Ontario

Agreement Number:

Prime Contractor: City of Ontario

Sub-Contractor: Kizh Nation Resources Management

The purpose of this Change Order is to reflect certain modifications to the Agreement for Native American Monitoring entered in between Kizh Nation Resources Management (KNRM) and the Prime Contractor identified above. KNRM and Prime Contractor agree to the following modifications:

Changes in Scope of Subcontractor Services: The following describes any changes in the scope of services to be provided by Subcontractor (additional services, reductions in scope of service or other modifications):

Changes in fees for Subcontractor Services: The following describes any changes in the number of fees payable to the Subcontractor (includes additional fees, reductions, or other modifications):

- Additional fees to cover additional days for April 2025- April 2026, of Native American Monitoring at Rate of $105 dollars an hour equal to $667,800.00
- Additional fees to cover Project Management at a rate of $145 per hour equal to $115,275.00
- Additional fees to cover Compliance Officer at a rate of $120 per hour equal to $6,240.00
- Additional fees to cover mileage at a rate of the federal standard rate equal to $25,599.00

Changes in Subcontractor Cost Reimbursement: The following describes any changes in costs reimbursable to the Subcontractor (changes in the nature or amount of reimbursable costs)

N/A

Changes in Payment Terms: The following describes any changes in payment terms for fees and costs payable to subcontractor. (Indicate whether payment terms are same as original contract or whether payment terms are being modified):

Payment Terms are the same as outlined in the City of Ontario Subcontractor Agreement.

Kizh Nation Resources Management

Name, Title: Erin Enriquez, Billing Specialist

Date: 4/14/2025

***Prime Contractor**: City of Ontario*

Name, Title:

Date:

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 3 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RJM DESIGN GROUP, INC.

1. Parties and Date.

This Amendment No. 3 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **RJM Design Group, Inc.** a corporation with its principal place of business at 31691 Camino Capistrano, San Juan Capistrano CA 92676 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "D&C24-010 On-Call Architectural Landscape" dated June 18, 2024 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement for additional architectural services to the Ontario Sports Complex – additional design services to the parking structure signage and sculpture, revised civil plans, redesign of electrical plans and revise of irrigation plans for the amount of $1,787,129. The Parties have heretofore entered into that Amendment No. 1 dated September 17, 2024, and Amendment No. 2 dated January 21, 2025.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3.37 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Three Million Twenty-Seven Thousand Seven Hundred and Four**

Dollars ($3,027,704) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "A" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement."

Exhibit "A" – Scope of Services is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

3.4 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 3 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RJM DESIGN GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

RJM DESIGN GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 *fax*
[949] 493-2600 *phone*

Community Inspired Spaces
RJM DESIGN GROUP

February 4, 2025
Dan Beers
Design & Construction – Principal Project Manager
City of Ontario - Public Works Agency
1333 S. Bon View Ave.
Ontario, CA 91761

Re: Ontario Sports Complex – Additional Design Services-Parking Structure Signage

Dear Dan:

Per our conversation please find the following proposal for additional services. These items are as follows:

1) Signage/Wayfinding and Sculpture		
A.	Parking Structure Signage and Wayfinding	$45,000
B.	Sculpture Development-3 Sculptures	$45,000
C.	Custom Illustrations/Murals	$20,000
D.	FAC-Seating Area Digital Signage-Graphic Screens Provide signage/Banners for expanded parking lot	$25,000
E.	Bidding/Construction Administration	$60,000
F.	Refinements to site plan, coordination, meetings	$39,770
2) Civil		
A.	Revise Grading Plan (expanded parking lot)	$22,500
B.	Revise Storm Drain Plan	$10,500
C.	Revise Erosion Control Plan	$ 2,000
D.	Revise Horizontal Control Plan	$ 2,500
E.	Revise Drainage Report	$ 5,500
F.	Revise WQMP	$ 5,500
G.	Refinements to site plan, coordination, meetings	$14,410
3) Electrical		
A.	Provide service to re-distributed EV charging locations (active and capable stations)	
B.	Redesign site electrical and parking structure service	
C.	Provide service to re-distributed EV charging locations	
D.	Provide lighting for expanded parking lot	$22,250
E.	Refinements to site plan, coordination, meetings	$ 6,750
4) Irrigation		
A.	Revise mainline, distribution, and controller to parking lot	
B.	Irrigation of expanded parking lot	
C.	Refinements to site plan, coordination, meetings	$17,550
	TOTAL	**$344,230**

If you have any questions or comments after reviewing these items please do not hesitate to contact us.

Sincerely,
RJM Design Group, Inc.

Larry P. Ryan, ASLA
Principal Landscape Architect

25-012 Ontario Sports Complex – Additional Services

31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 *fax*
[949] 493-2600 *phone*

Community Inspired Spaces
RJM DESIGN GROUP

April 1, 2025

Dan Beers

Design & Construction – Principal Project Manager
City of Ontario - Public Works Agency
1333 S. Bon View Ave.
Ontario, CA 91761

Re: Ontario Sports Complex – Additional Design/Construction Administration Services
Enhanced Schedule

Dear Dan:
As a follow up to our conversations please find the following proposal for additional services. These services are in response to the project being bid to multi-prime contractors, and the accelerated bidding and construction schedule. We are being requested to accommodate and respond to the accelerated project schedule in an expeditious manner (2/2025 through 1/2027- 6-day work week-daily double shift schedule). The requested performance of our team members is beyond the regular services and necessitates prioritizing this project for faster response times. These additional fees shall allow our team to redesign the IDF infrastructure, design WiFi infrastructure, expedite pre-bid RFI's, respond to multi-prime contractor's questions and RFI's, expedite RFI's responses during bidding, expedite plan check responses/ resubmittals, expedite shop drawing reviews, RFI responses during construction, etc. The following is a listing of anticipated fees by our team members:

1) Landscape Architectural		
A.	Review and process RFI's during pre-bid and bid	$130,000
B.	Refine plans, details, specs	$155,000
C.	Expedited Shop Drwgs. review and RFI responses	$185,000
D.	Supplemental mock up reviews, site/field reviews	$250,000
E.	Refinements to plans, coordination, meetings	$235,000
2) Architectural		
A.	Expedited Shop Drwgs. review and RFI responses	$109,800
B.	Supplemental Bldg. reviews (Arch., Mech., Plumb., Elec., Food)	$ 43,000
C.	Supplemental Bldg. Structural observations	$ 28,160
3) Structural		
A.	Videoboard Structural analysis and revised foundation design	$ 16,980
B.	Separate Electrical submittals	$ 5,590
C.	Add (4) speaker tower poles	$ 3,870
D.	Expedited Shop Drawings review,RFI responses, site visits	$ 87,296

4) Civil Engineering		
A.	Review and process RFI's during pre-bid and bid	$ 4,000
B.	Expedited Shop Drwgs. review and RFI responses	$ 15,500
C.	Supplemental site reviews	$ 20,000
5) Electrical Engineering		
A.	Review and process RFI's during pre-bid and bid	$ 3,700
B.	Expedited Shop Drwgs. review and RFI responses	$ 18,500
C.	Supplemental site reviews	$ 21,000
6) Low Voltage-Technology Engineering		
A.	Redesign IDF cabinets and coordinate WiFi infrastructure	
B.	Review and process RFI's during pre-bid and bid	
C.	Expedited Shop Drwgs. review and RFI responses	
D.	Supplemental site reviews	$ 47,660
7) WiFi-Access Points		
A.	Survey and Design Propagation Study	$ 29,483
8) Irrigation Infrastructure		
A.	Review and process RFI's during pre-bid and bid	$ 2,760
B.	Expedited Shop Drwgs. review and RFI responses	$ 13,800
C.	Supplemental site reviews	$ 16,800
	TOTAL	**$ 1,442,899**

If you have any questions or comments after reviewing these items, please do not hesitate to contact us.

Sincerely,
RJM Design Group, Inc.

Larry P. Ryan, ASLA
Principal Landscape Architect

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Superior Wall Systems, Inc.,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Metal Stud Framing, Insulation, Drywall & Plaster

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Million Twenty-Eight Thousand Eight Hundred**

Seventeen Dollars ($2,028,817). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Superior Wall Systems, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

□ Individual
□ Corporate Officer

_____
Title(s)

□ Partner(s) □ Limited □ General
□ Attorney-In-Fact
□ Trustee(s)
□ Guardian/Conservator
□ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

SECTION 00610 – BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, (hereinafter referred to as the "City") has awarded to Superior Wall Systems, Inc., (hereinafter referred to as the "Contractor") an agreement for **Contract No. D&C23-022 Ontario Sports Empire – BC13 – Metal Stud Framing, Insulation, Drywall & Plaster**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of Two Million Twenty-Eight Thousand Eight Hundred Seventeen DOLLARS, ($2,028,817), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

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Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

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Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario , with its principal place of business at 303 East "B" Street, Ontario, CA 91764 (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20_____, has awarded to Superior Wall Systems, Inc.. hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No. D&C23-022 Ontario Sports Empire – BC13 – Metal Stud Framing, Insulation, Drywall & Plaster** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of Two Million Twenty-Eight Thousand Eight Hundred Seventeen DOLLARS, ($2,028,817) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating

to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

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Number of Pages

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Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Magnum Drywall, Inc.,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Painting

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Million Two Hundred Fifty-Eight Thousand Eight**

Hundred Dollars ($1,258,800). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $5,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Magnum Drywall, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Danny Letner, Inc. dba Letner Roofing Company,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Roofing, Waterproofing & Sheet Metal

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Million Four Hundred Forty-Three Thousand Four**

Hundred Dollars ($2,443,400). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $5,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
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Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Danny Letner, Inc. dba Letner Roofing Company

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Bogh Construction, LLC.,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Concrete: East Site Concrete

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **954 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Four Million Two Hundred Eleven Thousand Dollars**

($4,211,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Bogh Construction, LLC.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 Ontario Sports Empire is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Winegardner Masonry, Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Ontario Sports Empire – Masonry

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 954 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Thirteen Million Eight Hundred Five Thousand Dollars**

($13,805,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $10,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

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Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
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Scope of Work Summary
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Winegardner Masonry, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

FieldTurf USA, Inc.

CMAS NUMBER:	**4-06-78-0031A**
SUPPLEMENT NUMBER:	9
CMAS TERM DATES:	10/07/2016 through 08/07/2026
EFFECTIVE DATE:	01/16/2025
CMAS CATEGORY:	Non-IT Commodities General Provisions
APPLICABLE STATE OF CALIFORNIA GENERAL PROVISIONS:	June 21, 2022
APPLICABLE CMAS SPECIAL PROVISIONS:	January 2, 2025
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	GS-07F-9631S
BASE SCHEDULE HOLDER:	FieldTurf USA, Inc.
PROGRAM ANALYST	Trice Baker Trice.baker@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, removal, disposal, installation, maintenance and repair of synthetic turf, athletic track surfaces, tennis courts, sport flooring, and playground surfaces. (See page 3 for the restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following changes:

1) The most current Ordering Instructions, General Provisions, CMAS Special Provisions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions, General Provisions, and CMAS Special Provisions. Review these provisions carefully as they have changed.
2) The e-mail address has been replaced in the "Issue Purchase Order To" provision.

3) Update the California Contractor's License expiration date in the "Public Works (Installation Services Only)" provision.
4) Update the "Excluded Products and/or Services" provision.

Supplement 9 replaces the original CMAS and the previous supplements in their entirety.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: State Contracts Index Listing. This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NUMBER 4-06-78-0031A, SUPPLEMENT NUMBER 9

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-Beynon
Brand-FieldTurf
Floor Cov-Sport Flooring
Floor Cov-Synthetic Turf
Playground-Surface Rubberized
Sport Surface-Synthetic Track

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, removal, disposal, installation, maintenance and repair of synthetic turf, athletic track surfaces, tennis courts, sport flooring, and playground surfaces.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule.

FIND BASE SCHEDULE PRICING

Once on the Contractor Information page for a specific GSA schedule, the pricelist can be found either in the Contractor Terms & Conditions (T&Cs)/Pricelist document or at GSA Advantage. The Contractor T&Cs/Pricelist document is provided by the contractor as a requirement of GSA and can be found under the Contractor T&Cs/Pricelist heading by clicking on the page icon.

If the contractor has products/services available for ordering on GSA Advantage, a 'GSA Advantage' icon will be displayed. By clicking this image link, this will execute a search against GSA Advantage. Depending on the category, whether product or service related, will return either:

1) If products, a listing of all products available for the contractor under this contract
2) If services, the same document provided under the column Contractor T&Cs/Pricelist by clicking View Contractor Information and then View Contractor Catalog.

EXCLUDED PRODUCTS AND/OR SERVICES

Public works services for State Agencies except for resilient flooring, carpet, lighting fixtures, and synthetic turf, and order-level materials are not available under this CMAS.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NUMBER 4-06-78-0031A, SUPPLEMENT NUMBER 9

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

FieldTurf USA, Inc.
175 N. Industrial Blvd., NE
Calhoun, GA 30701
Attn: Sarah Morehead

E-mail: sarah.morehead@fieldturf.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Sarah Morehead
Phone: (503) 267-0165
E-mail: sarah.morehead@smartbuycooperative.com
Website: www.fieldturf.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 097-731798. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is $2,000.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NUMBER 4-06-78-0031A, SUPPLEMENT NUMBER 9

PRICE DISCOUNTS

This CMAS contains prompt payment discounts. See the base schedule for the specific discount percentage.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base schedule and the CMAS Warranty provision in the CMAS Special Provisions.

DELIVERY

60 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).

- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Special Provisions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

> If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

    a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

    b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:

        i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

        ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and

        iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and

        iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold $10,000 from the final payment, or the full final payment if less than $10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct $10,000 from the final payment or the full payment if less than $10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Special Provisions, Provision #14, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PILOT PROGRAM: ALTERNATIVE CONTRACTING PROCEDURES FOR PUBLIC WORKS INSTALLATION

Public Contract Code (PCC) 10298.5 establishes a pilot program for alternative contracting procedures for certain public works installations not including new construction. This program only applies to the installation, or purchase and installation, of resilient flooring, carpet, lighting fixtures, and synthetic turf. The program modifies existing rules which restrict State agencies from using CMAS agreements for public works contracts wherein the cost of the public works services exceeds the cost of the materials being purchased. State and local agencies should refer to PCC Section 10298.5 for additional requirements including the requirement to notify the Department of Industrial Relations in accordance with Section 1773.3 of the Labor Code.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NUMBER 4-06-78-0031A, SUPPLEMENT NUMBER 9

This program expires January 1, 2028.

Suppliers and contracting agencies must comply with all requirements for this program as defined in Public Contract Code 10298.5.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website if you have questions about public works transactions.

Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, Special Provisions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the State Contractor's License Board website to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 849044. This is a Class C-61/D12 Synthetic Products, A General Building, C27 Landscaping license that is valid through 10/31/2026.

NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or $25,000 whichever is lower.

6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works and other services NOT in support of the products covered by this CMAS.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Special Provisions take precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Special Provisions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

This CMAS contains prompt payment discounts. See the base schedule for the specific discount percentage.

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the CMAS Management Guide.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is $100,000.

8. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at Cal eProcure. Links to the CMAS Special Provisions conditions and base schedule are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit the DGS website.

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SWA GROUP, INC. FOR ENGINEERING SERVICES AND A GOODS AND SERVICES AGREEMENT WITH DAVE BANG ASSOCIATES, INC. FOR THE PLAYGROUND DESIGN AND FABRICATION FOR THE GRAND PARK PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with SWA Group, Inc., of Laguna Beach, California, for additional engineering services for the preparation of the design and construction documents for the Grand Park project in the amount of $300,846, increasing the not-to-exceed amount from $6,114,355 to $6,415,201;
B. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Dave Bang Associates, Inc., of Orange, California, for the playground design and fabrication for the Grand Park project in the amount of $1,500,000 plus a 10% contingency of $150,000 for a total not-to-exceed contract amount of $1,650,000 consistent with the terms and conditions of cooperative 1GPA contract no. 23-07P-03; and
C. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Park

Impact Fund and Capital Projects-Ontario Ranch Park Facilities Fund for the design and construction of the Ontario Ranch Grand Park. The proposed Amendment No. 2 to the Professional Services Agreement with SWA Group, Inc. is $300,846, increasing the not-to-exceed amount from $6,114,355 to $6,415,201. The proposed Goods and Services Agreement with Dave Bang Associates, Inc. is $1,500,000 plus a 10% contingency of $150,000 for a total not-to-exceed contract amount of $1,650,000. The total amount of all recommended actions is $1,950,846.

BACKGROUND & ANALYSIS: On December 21, 2021, the City Council approved the conceptual "Great Park" Master Plan and the Preliminary Park Design for Phase 1. Phase 1 builds upon the framework established in the Conceptual Park Master Plan and is comprised of approximately 130 acres of land and occurs within the eastern portion of Ontario Ranch. This phase is bordered by Grand Park Street to the north, Eucalyptus Avenue to the south, Haven Avenue on the east and Archibald Avenue on the west. This portion of the park contains meadows, trails, and a field for recreational use that also serves as a stormwater capture system. Day one core park amenities are proposed in the center of this phase include a Market Alley where farmer's markets, food trucks and community events can be organized, a community barn and farm hub, kid's corral (a children's playground), a 5,000 capacity amphitheater along the central plaza, and parking lots with a total of 1,095 stalls for park patrons.

On October 15, 2024, the City Council approved Amendment No. 1 to the Professional Services Agreement with SWA Group for the design of Ontario's Great Park. During the design phase, additional engineering services were identified including enlarging the amphitheater, additional road and civil work, and providing full architectural and engineering drawings on three types of restrooms. Staff recommends approving Amendment No. 2 to the Professional Services Agreement with SWA to continue work on the design and construction documents for the Grand Park project.

The proposed Goods and Services Agreement with Dave Bang Associates, Inc. includes the custom design and fabrication of the kid's corral playground at Grand Park. Anticipated features include farm and nature-themed play equipment with a slide, swings and climbing apparatuses, poured-in-place rubber surfacing, and bench seating.

Grand Park is anticipated to be operational by Summer of 2027.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SWA GROUP

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **SWA Group, Inc.**, a CORPORATION (Consultant). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated May 21, 2024 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services by adding engineering services of the design and construction documents to the D&C21-005 Grand Park Phase 1 Project increasing the agreement amount by Three Hundred Thousand Eight Hundred Forty-Six Dollars ($300,846). The Parties have heretofore entered into that Amendment No. 1 dated October 15, 2024.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Architecture, Landscape Architecture, and Engineering consulting services necessary for the Project

("Services"). The services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations."

"3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Million Four Hundred Fifteen Thousand Two Hundred One Dollars ($6,415,201)** without the written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.."

Scope of Services is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SWA GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

SWA GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

swa Laguna Beach

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92651-2453
+1.949.497.5471
www.swagroup.com

Sean O'Malley
Xiao Zheng
Dhaval Barbhaya
Stephen Rydzon

March 20, 2025

City of Ontario
1333 S. Bone View Avenue
Ontario, CA 91764

Attention: Dan Beers, Design & Construction – Principal Project Manager
Subject: Change to Scope of Services – Purchase Order No. PO-03528
Professional Services Agreement dated May 21, 2024
Design & Preparation of the Construction Plans for the Ontario Grand Park Project Phase 1
Ontario, San Bernardino County, California (ONTT402)

Dear Dan:

This letter is in response to your request for SWA's team to change the scope of work in Architecture, Landscape Architecture, and Engineering services outlined in our Professional Services Agreement with you dated May 21, 2024, as follows:

A. From coordinating pre-fabricated restrooms to providing full architectural and engineering drawings and specifications for three (3) restroom types.

These services will be provided for an additional fixed lump sum of Seventy-Six Thousand Five Hundred Sixty ($76,560) Dollars under the terms and conditions of our Professional Services Agreement with you dated May 21, 2024.

We request a written Amendment for these services to commence with work.

If you have questions regarding the above, please contact Principal Steve Rydzon.

Sincerely yours,

SWA Group

Sean O'Malley
Contracting Agent
Landscape Architect, CA License #3286
Landscape Architects are licensed by the State of California

swa Laguna Beach

570 Glenneyre Street
Laguna Beach, California
92651-2453
+1.949.497.5471
www.swagroup.com

Sean O'Malley
Xiao Zheng
Dhaval Barbhaya
Stephen Rydzon

January 10, 2025

City of Ontario
1333 S. Bone View Avenue
Ontario, CA 91764

Attn: Dan Beers, Design & Construction – Principal Project Manager
Re: Ontario Grand Park Project Phase 1 – Amendment #2
Extra Work Authorization Request – Purchase Order No. PO-03528
Ontario, San Bernardino County, California (ONTT402)

Dear Dan:

This letter is in response to your request for SWA's team to provide Additional Services on this project. The scope of these services will be:

A. Expanded survey scope as described in Exhibit A.

B. Expanded project limit of work to include new areas west of Archibald, further described in Exhibit A.

C. Regrading and updated design associated with the update to Grand Park Drive, further described in Exhibit A.

D. Design updates required for the addition of the Desalter Facility, further described in Exhibit A.

E. Expansion of the amphitheater size (500 seats to 5000 seats), facilities, and building.

F. Change of scope and design language on buildings SB1, SB3, SB4 & SB6, further described in Exhibit B.

G. Funds for future unknown unground conditions.

These services will be provided for the fixed sum of Two Hundred Twenty-Four Thousand Two Hundred Eighty-Six ($224,286) Dollars under the terms and conditions of our Professional Services Agreement with you dated May 21, 2024.

The following fee breakdown is by scope:

Scope Items	**Expanded Survey**	**East of Archibald Bridge Landing**	**Grand Park Ave. Re-grading**	**Addition of Desalter Facility**	**Amphitheater Expansion and Change of Scope**	**Change of Scope for Buildings SB1, SB3, SB4, SB6**	**Future Underground Conditions**
Civil Fee	$9,500	$12,750	$9,500	$15,800	N/A	N/A	
Architectural Fee	N/A	N/A	N/A	N/A	$28,000	$4,855	
SWA Management Fee (20%)	$1,900	$2,550	$1,900	$3,160	$5,600	$971	
SWA and Site Fee	N/A	$9,500	$5,500	$14,500	$22,500	$800	
Sub Totals	**$11,400**	**$24,800**	**$16,900**	**$33,460**	**$56,100**	**$6,626**	**$75,000**
						Grand Total	**$224,286**

swa

To meet the schedule requirement, we are proceeding with the work as directed by Dan Beers before receiving your written authorization. Under these circumstances, it is understood that you are responsible for payment for these services. If you do not agree with these conditions, please notify us to stop work on these services immediately.

We request your written authorization for these services.

If you have questions regarding the above, please contact Principal Steve Rydzon.

Sincerely yours,

SWA Group



Sean O'Malley
Contracting Agent
Landscape Architect, CA License #3286
Landscape Architects are licensed by the State of California

701 N. Parkcenter Drive, Santa Ana, CA 92705
www.tait.com | 714.560.8200

January 3, 2025
Mr. Steve Rydzon, PLA, ASLA
SWA
570 Glenneyre Street
Laguna Beach, CA 92651-2453

Re: ONTARIO GRAND PARK ASA #2 - REQUEST FOR AUTHORIZATION FOR ALTENRATE WORK ITEMS

Per request from City of Ontario, TAIT has prepared the following scope of work document that outlines the newly requested alternate work tasks. This proposal is based on the previously submitted proposal for which all terms and conditions will be based. Work on the following tasks will not be initiated without prior approval from the City.

SCOPE OF WORK

Alt 16: Expanded Aerial & Mass Grading True Up Survey

Scope includes conducting an expanded aerial drone survey of the project that covers the in-progress mass graded condition as well as the expanded survey limits for the westerly termination of the Archibald bridge. Scope includes two days of a field survey crew, office processing of the aerial data, comparison of the survey data, and updating of the project base files with the revised surface.

ALT 17: Archibald Bridge Grading Expansion

Scope includes hours associated with expanded grading, drainage, and erosion control improvements associated with the western half of the Archibald bridge system. Expanded area of work includes design of revised landing, extended walkway through the existing undeveloped parcel, and revision of the SWPPP and erosion control plans to capture the revised improvements. Updates anticipated to the following plan sheets:

- **Precise Grading Package:**
  - Horizontal Control Plan
  - Precise Grading Plan & Blowup Detail
  - Drainage Improvement Plan
  - Erosion Control Plan

ALT 18: Grand Park Avenue Regrading

Scope includes added coordination, grading, and coordination of the Grand Park Avenue roadway extension as well as the roundabout geometry with the northern proposed development. Grading updates required to avoid drainage consolidating at the roundabout and to confirm line of sight and conformance of the roundabout. Roadway grading updates will also require on-site grading revisions to update parking field updates and final join revisions. Updates anticipated to the following plan sheets:

- **Grand Park Avenue Street Improvement Package**
- **Precise Grading Package**
  - Horizontal Control Plan
  - Precise Grading Plan & Blowup Detail
  - Drainage Improvement Plan
  - Erosion Control Plan

701 N. Parkcenter Drive, Santa Ana, CA 92705
www.tait.com | 714.560.8200

ALT 19: Desalter Basin Pump House Re-Grading

Scope includes re-grading and contouring of the proposed slopes to allow the construction of the proposed desalter basin pump house. Access to the pump house will be captured on Archibald Avenue and will include updates to both the precise grading as well as the street improvement plans. Updates anticipated to the following plan sheets:

- **Archibald Avenue Street improvement Package**
- **Precise Grading Package**
    - Horizontal Control Plan
    - Precise Grading Plan & Blowup Detail
    - Drainage Improvement Plan
    - Erosion Control Plan

BICKEL GROUP ARCHITECTURE

BICKEL GROUP INCORPORATED

Date: November 5, 2024

To: Mr. Stephen Rydzon - Principal
SWA
570 Glenneyre Street
Laguna Beach, CA
srydzon@swagroup.com

Project: **Ontario/Grand Park Design - Additional Services**

Project No.: 24320.1

The following is a proposed amendment to our Agreement on the above referenced project, dated April 5, 2024. All other provisions of the prime contract remain unchanged.

Scope of Work:

- Redesign of the following buildings SB1 (Amphitheater), SB3 (Operations), SB4 (Community Barn), and SB6 (Facility Maintenance) based on meetings and written feedback from City Staff and SWA received on 7/30/24, 7/16/24, 8/12/24, 9/4/24, and 10/11/24.

- The requested redesign efforts includes revision of concept drawings and CAD backgrounds (floor plans, roof plans, and 2D colored building elevations) in lieu of following the design set in the approved SWA bridging documents dated 5/9/2022. The multiple redesigns of the amphitheater required a 3D model (excluded material finishes) as part of the presentation to SWA and City Staff.

- This additional service includes up to 1 round of revisions based on written feedback from City Staff and SWA.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Dave Bang Associates, Inc.,** a **Corporation** with its principal place of business at **P.O. Box 1088, Tustin, CA 92781** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **custom playgrounds at the Ontario Grand Park Phase 1** services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **May 20, 2025,** to **November 16, 2025** , unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million Five Hundred Thousand Dollars ($1,500,000**) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates Dan Beers, Design & Construction Director, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates Brittany Bourbonnais, Territory Manager, or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* $2,000,000 MINIMUM per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 MINIMUM per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 MINIMUM per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Manufacturer of Goods. If Vendor is also the manufacturer of any equipment included in the Goods, Vendor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

6.2.4 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.5 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on

a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other

additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. Since 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 Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. 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.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Vendor caused delay and shall not be compensable by the City. Vendor 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 Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

Dave Bang Associates, Inc.
P.O. Box 1088,
Tustin, CA 92781

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Dan Beers, Design & Construction

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written

consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

12.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor 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 Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

12.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants

that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND DAVE BANG ASSOCIATES, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

DAVE BANG ASSOCIATES, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"

SCOPE OF SERVICES

since 1979
davebang associates inc.

Estimate

CA264728

To: **City of Ontario**
Attn: Dan Beers
1333 S. Bon View Ave
Ontario, CA 91761

Estimate Date	Salesperson
04/14/2025	Brittany Bourbonnais

Grand Park

Estimated Shipping Date	Shipped Via	FOB	Terms	Bid ID #
13-17 Weeks	Truck - CA	Ontario	Net 30	1GPA # 23-07P-03

Quantity	Description	Unit Price	Total Extended
1	Earthscape	$823,530.00	$823,530.00
1	Earthscape Design fee	$35,000.00	$35,000.00
1	Engineering	$12,500.00	$12,500.00
1	Shipping	$61,389.92	$61,389.92
7,160	Poured-in-Place New Rubber Surfacing, 3" thickness for a 6' critical fall height Color: 100% Premium Color w/ Aliphatic Binder *To INCLUDE prevailing wages *To INCLUDE graphic design	$25.82	$184,871.20
	Subtotal		$1,117,291.12
1	Installation by a Factory Certified Licensed Contractor to INCLUDE prevailing wages	$310,650.00	$310,650.00

THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS	**Subtotal**	$1,427,941.12
THANK YOU FOR THIS CHANCE TO ESTIMATE	**Tax (8.75%)**	$72,058.88
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 14 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.	**Total**	$1,500,000.00

Accepted By
Print Name: _____ Signature: _____ Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

EXHIBIT "B"

SCHEDULE OF SERVICES

MAY 20, 2025 TO NOVEMBER 16, 2025

EXHIBIT "C"

COMPENSATION

NTE $1,500,000

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Dave Bang Associates Incorporated of California

CMAS NUMBER:	**4-22-12-1015**
SUPPLEMENT NUMBER:	3
CMAS TERM DATES:	12/06/2022 through 11/16/2025
EFFECTIVE DATE:	10/09/2024
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE CMAS TERMS & CONDITIONS:	March 1, 2023
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE 1GPA CONTRACT #:	23-07P-03
BASE CONTRACT HOLDER:	Dave Bang Associates, Inc.
PROGRAM ANALYST	Bryan Dugger bryan.dugger@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, design, demolition, site prep, installation, maintenance, and repair of playground solutions. (See page 3 for the restrictions applicable to this CMAS.)

This supplement is to extend this CMAS through 11/16/2025. In addition, this supplement replaces the existing CMAS. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions, and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 3

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: State Contracts Index Listing. This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the CALPIA website. A copy of the approved exemption must be kept with the purchase order in the procurement file for audit purposes.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 3

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base contract for the products and/or services available.

Bench-Recycled Plastic
Brand-Forms and Surfaces
Brand-Playworld Systems
Outdoor-Barbecue
Outdoor-Benches
Outdoor-Bike Stand
Outdoor-Picnic Table
Outdoor-Waste Receptacle
Playground-Equip
Playground-Equip Shade
Playground-Surface Rubberized
Receptacles-Trash
Recreational-Baseball Backstop
Recreational-Football Goal
Recreational-Soccer Goal
Recreational-Sporting Goods
Service-Equipment Installation
Service-Equipment Maintenance
Service-Equipment Repair
Tables-Picnic Recycled Plastic

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, design, demolition, site prep, installation, maintenance, and repair of playground solutions.

The ordering agency must verify all products and services are currently available on the base 1GPA contract "23-07P-03". To obtain the current approved 1GPA pricelist, please email Michelle Aiken at maiken@1gpa.org.

EXCLUDED PRODUCTS AND/OR SERVICES

Public works services for State Agencies are not available under this CMAS.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 3

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

Dave Bang Associates Incorporated of California
1885 North Main Street
Orange, CA 92865
Attn: Eric Huber

E-mail: eric@davebang.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: John Wormell
Phone: (800) 669-2585
E-mail: john@davebang.com
Website: https://davebang.com/our-products

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 024-922922. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains significant price discounts off the manufacturer's list price. See the base contract for the specific discount percentage.

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE NOTIFICATION

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Reporting & Factsheet to be completed by the Bidder/Offeror.

1. State Agencies

   State agencies are required to obtain a GenAI Reporting & Factsheet (STD 1000) from the Contractor prior to award.

   If GenAI is disclosed by the Contractor, state agencies must follow the required GenAI purchase procedures outlined in State Contracting Manual (SCM) Volume 2, Chapter 23, Generative Artificial Intelligence (GenAI). State agencies must retain the STD 1000 and confirmation the purchase may proceed in their procurement file.

2. Contractor

   Upon request by an ordering agency, Contractor must complete an GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

Note: A STD 1000 is not required if the purchase is only for commodity types that do not include a technology or service component. Commodity purchases that would NOT be exempt include items with a technology component, including but not limited to: Bluetooth, network, cloud computing, and software use.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base contract and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. Destination (Free On Board) – Prepaid and Add Seller pays the freight charges.

State agencies shall follow the instructions below whenever the weight of the purchase is 100 lbs. or more and F.O.B. Destination, Freight Prepaid is not used. This requirement is not applicable to local government agencies.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Traffic Management Unit (TMU) approval is not required for any Leveraged Procurement Agreement negotiated by DGS; however, it is recommended that state agencies contact TMU for a freight weight comparison using the Freight Analysis Worksheet on the TMU website, under the "Forms" heading to ensure the state is getting the most reasonable shipping cost.

Note: If shipping charges for purchases weighing less than 100 lbs. appear to be excessive (e.g., $500 for a 5 lb. package where the shipping charge is a percentage of the cost of the item being purchased), departments are encouraged to contact TMU for help to obtain more appropriate pricing. TMU contact information can be found at the TMU website.

RESTOCKING FEE

Restocking Fee: 20% of LIST price and freight back, will be accessed. Once equipment is installed, there is NO return.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 3

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.

- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

> If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 3

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

    a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

    b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:

        i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

        ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and

        iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and

        iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold $10,000 from the final payment, or the full final payment if less than $10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct $10,000 from the final payment or the full payment if less than $10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 3

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website if you have questions about public works transactions.

Local Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the State Contractor's License Board website to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 795052. This is a Class C-61 / D34 - Prefabricated Equipment license that is valid through 05/31/2025.

NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-contract items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or $25,000 whichever is lower.

6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works and other services NOT in support of the products covered by this CMAS.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base contract and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions take precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. **Payment Terms**

   Payment terms for this CMAS are net 45 days.

   Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. **Payee Data Record (Standard 204)**

   State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the CMAS Management Guide.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (VISA CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is $100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

10. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at Cal eProcure. Links to the CMAS terms and conditions and base contract are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline verification that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific location in the base contract that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit the DGS website.

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: AUTHORIZE THE PURCHASE AND INSTALLATION OF STADIUM SEATING FOR THE PROFESSIONAL BASEBALL STADIUM WITH IRWIN SEATING

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement for D&C23-011 Professional Baseball Stadium with Irwin Seating, of Grand Rapids, Michigan, for the purchase and installation of stadium seats in the amount of $757,858 plus a contingency of $76,000 for a total contract amount not-to-exceed $833,858 consistent with the terms and conditions of the OMNIA Contract Number R240106 (on file with the Records Management Department); and
B. Authorize the City Manager or his designee to execute all documents required for the completion of the project that may include, but are not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Capital Projects-Measure Q Fund for the stadium seating at the Professional Baseball Stadium. The proposed Goods and Services Agreement with Irwin Seating is in the amount of $757,858 plus a contingency of $76,000 for a total not-to-exceed contract amount of $833,858.

BACKGROUND & ANALYSIS: On August 6, 2024, the City Council approved the Environmental Impact Report for the Ontario Sports Empire. The Ontario Sports Empire includes a new Professional Baseball Stadium located at the Northwest corner of Riverside Drive and Hellman Avenue. On September 17, 2024, the City Council awarded Construction Contracts for the Structural

Steel and Grading for the Professional Baseball Stadium at the Ontario Sports Empire. On October 15, 2024, the City Council awarded 24 Construction Contracts for various construction trades for the Professional Baseball Stadium. The construction is underway and the Professional Baseball Stadium will be open in March 2026. If approved, Irwin Seating will supply 5,000 stadium seats in the bowl of the Professional Baseball Stadium.

CITY OF ONTARIO
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PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Irwin Seating Company**, a **Corporation** with its principal place of business at **3251 Fruit Ridge Ave NW, Grand Rapids, MI 49544** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **Stadium Seating for the Professional Baseball Stadium** services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **May 20, 2025,** to **June 24, 2026**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seven Hundred Fifty-Seven Thousand Eight Hundred Fifty-Eight Dollars ($757,858**) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates Dan Beers, Design & Construction Director, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates Brian Yates, Regional Sales Manager, or his designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* $2,000,000 MINIMUM per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 MINIMUM per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 MINIMUM per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Manufacturer of Goods. If Vendor is also the manufacturer of any equipment included in the Goods, Vendor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

6.2.4 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.5 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on

a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other

additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. Since 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 Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. 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.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Vendor caused delay and shall not be compensable by the City. Vendor 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 Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

Irwin Seating Company
3251 Fruit Ridge Ave NW,
Grand Rapids, MI 49544
Attn: Brian Yates

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Dan Beers, Design & Construction

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

12.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor 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 Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 member, 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.

12.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND IRWIN SEATING COMPANY

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO	**IRWIN SEATING COMPANY**
Approved By:	
_____	By: _____
Scott Ochoa City Manager	Its: _____
Approved as to Form:	Printed Name: _____
_____	By: _____
Best Best & Krieger LLP City Attorney	Its: _____
	Printed Name: _____
Attested By:	**[If Corporation, TWO SIGNATURES, President OR Vice President <u>AND</u> Secretary OR Treasurer REQUIRED]**
_____	
Assistant City Clerk	

EXHIBIT "A"

SCOPE OF SERVICES

Irwin.

OMNIA Pricing Detail

Per OMNIA Contract #R240106



DATE: Thursday, April 10, 2025

Expiration Date: Monday, June 9, 2025

TO: Dan Beers, 909.395.2806

REFERENCE: City of Ontario - Ballpark: Section 12 63 23 - Stadium Seats
Ontario, CA

We are pleased to offer the following information on Irwin Seating Company products per OMNIA Contract #R240106:
Following pricing is based off the section 12 63 23 - Stadium Seat Specification and Drawings AM1-2, AM1-3.

Type 1A & 1B:	**General Admission: 19" & 20" Stadium Chair (Polymer Centura)**				
2,838	**Irwin Seating Centura Model CT306 with the following options, accessories, and finishes.** CENTURA, CT306 Polymer Chair. Galvanized stanchions and clamps and Silver anodized aluminum rail, riser or floor mounted. Seat and row numbers. Shared Armrests fixed. #70 end, include end logo. Flip-up rear mounted cupholders, arm or wall cupholders when required. ADA Flip up aisle end armrests as required. Up to 3 Standard plastic color for seats/backs. Attic Stock per specification 12 63 23 Stainless mechanical anchors.				
2,838	List Price Per Chair	$	416.64	$	1,182,424.32
2,838	50% Discount Per Chair	$	(208.32)	$	(591,212.16)
2,838	Preferred Customer Discount	$	(54.20)	$	(153,819.60)
2,838	**OMNIA Member Price Per Chair**	**$**	**154.12**	**$**	**437,392.56**
Type 1C:	**Club Level: 21" Stadium Chair (Padded/Upholstered Centura)**				
160	**Irwin Seating Centura Model CT302 with the following options, accessories, and finishes.** CENTURA, CT302 Padded and upholstered back and seat. Galvanized stanchions and clamps and Silver anodized aluminum rail, riser or floor mounted. Seat and row numbers. Shared Armrests fixed. #70 end, include end logo. Flip-up rear mounted cupholders, arm or wall cupholders when required. ADA Flip up aisle end armrests as required. Standard vinyl for seats/backs. Up to 3 Standard plastic color for seats/backs. Attic Stock per specification 12 63 23 Stainless mechanical anchors.				
160	List Price Per Chair	$	529.18	$	84,668.80
160	50% Discount Per Chair	$	(264.59)	$	(42,334.40)
160	Preferred Customer Discount	$	(59.77)	$	(9,563.20)
160	**OMNIA Member Price Per Chair**	**$**	**204.82**	**$**	**32,771.20**

Type 1D:	**Suite/Premium Level: 22" Stadium Chair (Padded/Upholstered Luxx)**				
274	**Irwin Seating LUXX LU932FF Model with the following options, accessories, and finishes.** LUXX, LU932 chair. Padded seat and padded 34" tall back in Standard Vinyl. Galvanized stanchions and clamps and Silver anodized aluminum rail, riser or floor mounted. Seat and row numbers. Include end logos. With Shared Integrated arms. Flip-up rear mounted cupholders, arm or wall cupholders when required. Chairs on movable bases per drawing AM1-2. Up to 3 Standard plastic color for seats/backs. Standard vinyl for seats/backs. Attic Stock per specification 12 63 23 Stainless mechanical anchors.				
274	List Price Per Chair	$	657.52	$	180,160.48
274	50% Discount Per Chair	$	(328.76)	$	(90,080.24)
274	Preferred Customer Discount	$	(70.24)	$	(19,245.76)
274	**OMNIA Member Price Per Chair**	**$**	**258.52**	**$**	**70,834.48**
	Price Summary				
2,838	Type 1A &1B Chairs @ OMNIA Member Price as per above:	$	154.12	$	437,392.56
160	Type 1C Chairs @ OMNIA Member Price as per above:	$	204.82	$	32,771.20
274	Type 1D Chairs @ OMNIA Member Price as per above:	$	258.52	$	70,834.48
1	Freight - dedicated truckloads:	$	19,010.32	$	19,010.32
3,272	Installation of new chairs:	$	44.50	$	145,604.00
1	Sales Tax	$	47,349.70	$	47,349.70
	Total Price - Delivered & Installed:			**$**	**752,962.26**
	Voluntary Alternates (all alternates are delivered and installed, including sales tax)				
1	1- YR Payment and Performance Bond. (0.65%)			$	4,894.25
	Irwin's surety requires contract language that specifically limits Performance bond to time of performance + 12 months from substantial completion. Any manufacturer's warranty offered by Irwin beyond 12 months is not covered by the performance bond.				
2,838	DEDUCT Type 1 - Centura Slat Back CT390 in lieu of Centura CT300. DEDUCT:	$	10.61	$	30,111.18



Pricing Notes/Clarification/Exceptions:

Irwin Seating Company takes **exceptions** to the warranty listed in the Specification: 12 63 23
We will not offer the warranty listed section 1.5.A, 1.5.B.a.b.c.d
Irwin Seating Company will offer our standard warranty and will be attached to the bid.

Irwin Seating Company takes **exception** to Quality Assurance in the Specification: 12 63 23
We have not included California Technical Bulletin No. 133 listed under 1.4.E.5
California Technical Bulletin No. 133 has been repealed and would not be required in an outdoor venue.

Irwin Seating Company **clarifies** the finishes included in the pricing per Specification: 12 63 23
Section 2.3.A Finishes state "Plastic Component Color: Three colors as selected by Architect from Manufacturer's Standard or Custom Colors", but then goes on to state in 2.3.A.2: "Plastic components shall be chosen from manufacturer's standard offering." Because of this, all colors priced are standard colors.

Per drawing AM1-2 & AM1-3, Irwin Seating Company has **excluded** chair Types 2-6. Only chair Types 1A,1B,1C,1D are included

Per Specification 12 63 23, Irwin Seating Company has **excluded** chair Types 4Topps Table Unit with Fixed Swivel Seat and Fixed Semi-Circle Table.

Irwin's surety requires contract language that specifically limits Performance bond to time of performance + 12 months from substantial completion. Any manufacturer's warranty offered by Irwin beyond 12 months is not covered by the performance bond.

All Pricing is subject to Irwin Seating Company standard terms and conditions.

All pricing includes sales taxes.

All pricing is delivered and installed, based on prevailing wage labor.

Pricing is based on project to be delivered and installed 2026.

Should custom color be chosen the Custom plastic colors require testing and approval by Irwin under ASTM D2565-23 Xenon Arc testing approved for (5) year UV stability with a $\Delta E < 5$. Also, pricing will need to be adjusted.

TERMS AND CONDITIONS

- Payment Terms are to be approved by Irwin Seating Company
- This proposal is subject to Irwin Seating Company Standard Terms and Conditions.
- This proposal is based upon the use of standard Irwin Seating Company products, manufactured using standard Irwin Seating Company methods.
- This proposal is based upon the use of the referenced fabric, and standard paint, plastic, stain and laminate selections. Options or special details are only provided to the extent specifically listed in this proposal. If any of the above specifications change, alternative pricing must be quoted.
- Pricing is based on 54" wide fabric without a pattern or direction orientation specified. Railroaded (directional) fabrics or fabric with repeats may result in additional costs.
- Pricing does not include sales tax or performance and payment bonds.
  Irwin Seating Company reserves the right to modify pricing should manufacturing and shipment be delayed by the customer.
- If the order goes into storage, payment will be required for the stored materials.
- Adherence to project milestones as outlined in the critical date schedule is required to meet requested shipment dates.
- Our quotation is based upon the following concrete specifications: (if applicable)
  1) Floor mounted chairs must be 3" thick free from obstructions for top 1-1/2".
  2) Riser mounted chairs must be 4" thick free from obstructions for 2-1/2" from riser face.
  3) Riser to be plumb + or - 1/8".
  4) Normal weight concrete to be compressive strength 3000 PSI (structural concrete).
  5) Structural light weight concrete is acceptable if it is 5000 PSI minimum and weights 90-115 pounds per cubic foot.
  6) Screed is not an acceptable anchoring base. If screed dimension exceeds 1", special installation hardware and procedures may be necessary.

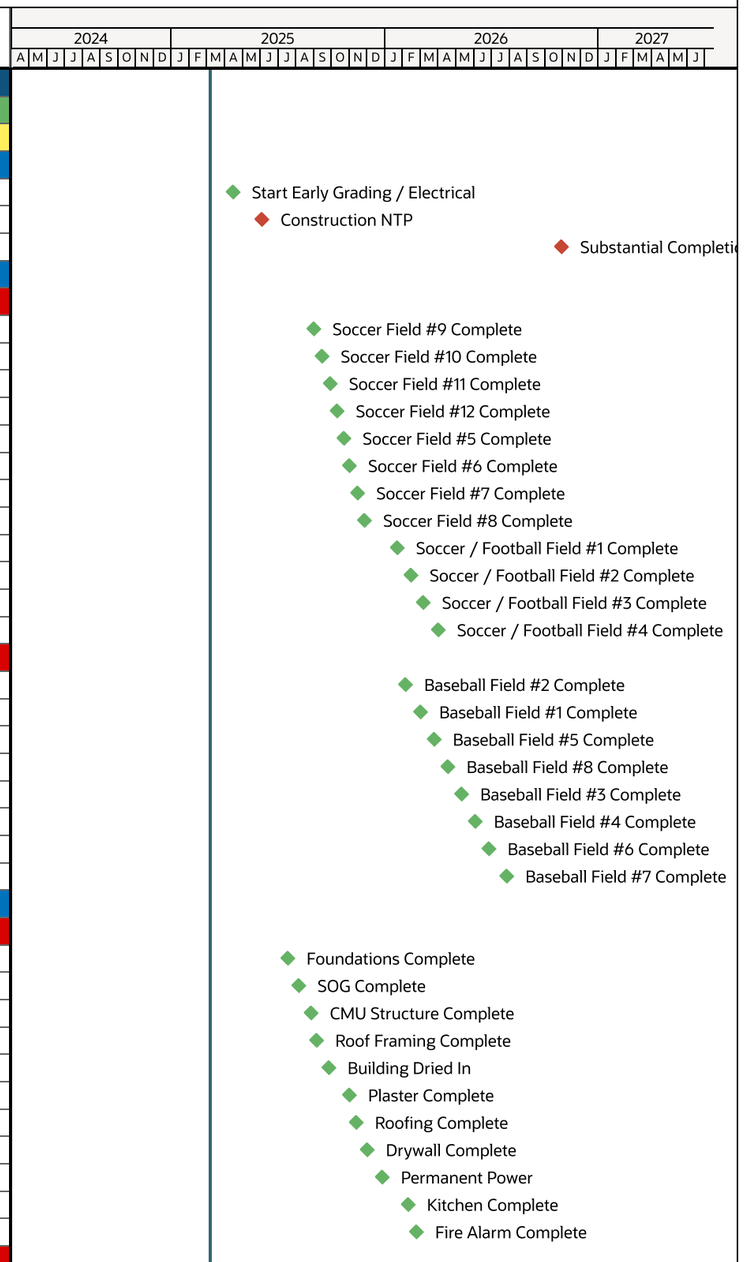
  Any deviations from the concrete conditions mentioned above may result in additional installation charges, the need for alternative anchoring, etc. Installers need to be able to easily drill through the screed to reach clear structural concrete.
- Pricing is valid for 60 days from date of issue. If purchase order is not received within 60 days of this quote date Irwin Seating Company reserves the right to reissue the quotation with adjusted pricing.

EXHIBIT "B"

SCHEDULE OF SERVICES

PLEASE SEE ATTACHED.

ID	Name	Dur	Start	Finish	Calendar
Ontario Stadium & Sports Complex - Construction Schedule - Feb 2025 UD		486d	17-Feb-25 A	29-Jan-27	
Sports Complex		486d	17-Feb-25 A	29-Jan-27	
Milestones		393d	14-Apr-25	27-Oct-26	
General Milestones		393d	14-Apr-25	27-Oct-26	
A11360	Start Early Grading / Electrical	0d	14-Apr-25 C		5x8, with holidays - 5x8, with holidays
SC-MS-100	Construction NTP	0d	02-Jun-25 C		5x8, with holidays - 5x8, with holidays
SC-MS-110	Substantial Completion of Sports Complex	0d		27-Oct-26 C	5x8, with holidays - 5x8, with holidays
Field Milestones		329d	30-Aug-25	25-Jul-26	
Soccer / Football Fields		212d	30-Aug-25	30-Mar-26	
A9760	Soccer Field #9 Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A11110	Soccer Field #10 Complete	0d		12-Sep-25	7x8, no holidays - 7x8, no holidays
A11120	Soccer Field #11 Complete	0d		26-Sep-25	7x8, no holidays - 7x8, no holidays
A11130	Soccer Field #12 Complete	0d		08-Oct-25	7x8, no holidays - 7x8, no holidays
A11140	Soccer Field #5 Complete	0d		20-Oct-25	7x8, no holidays - 7x8, no holidays
A11150	Soccer Field #6 Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A11170	Soccer Field #7 Complete	0d		13-Nov-25	7x8, no holidays - 7x8, no holidays
A11160	Soccer Field #8 Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A11180	Soccer / Football Field #1 Complete	0d		20-Jan-26	7x8, no holidays - 7x8, no holidays
A11190	Soccer / Football Field #2 Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11200	Soccer / Football Field #3 Complete	0d		05-Mar-26	7x8, no holidays - 7x8, no holidays
A11210	Soccer / Football Field #4 Complete	0d		30-Mar-26	7x8, no holidays - 7x8, no holidays
Baseball Fields		171d	04-Feb-26	25-Jul-26	
A11220	Baseball Field #2 Complete	0d		04-Feb-26	7x8, no holidays - 7x8, no holidays
A11230	Baseball Field #1 Complete	0d		27-Feb-26	7x8, no holidays - 7x8, no holidays
A11240	Baseball Field #5 Complete	0d		23-Mar-26	7x8, no holidays - 7x8, no holidays
A11250	Baseball Field #8 Complete	0d		15-Apr-26	7x8, no holidays - 7x8, no holidays
A11260	Baseball Field #3 Complete	0d		08-May-26	7x8, no holidays - 7x8, no holidays
A11270	Baseball Field #4 Complete	0d		02-Jun-26	7x8, no holidays - 7x8, no holidays
A11280	Baseball Field #6 Complete	0d		25-Jun-26	7x8, no holidays - 7x8, no holidays
A11290	Baseball Field #7 Complete	0d		25-Jul-26	7x8, no holidays - 7x8, no holidays
Building Milestones		302d	15-Jul-25	13-May-26	
Building B Soccer Plaza West		221d	15-Jul-25	21-Feb-26	
A10090	Foundations Complete	0d		15-Jul-25	7x8, no holidays - 7x8, no holidays
A9900	SOG Complete	0d		04-Aug-25	7x8, no holidays - 7x8, no holidays
A9890	CMU Structure Complete	0d		25-Aug-25	7x8, no holidays - 7x8, no holidays
A9910	Roof Framing Complete	0d		03-Sep-25	7x8, no holidays - 7x8, no holidays
A9980	Building Dried In	0d		24-Sep-25	7x8, no holidays - 7x8, no holidays
A9920	Plaster Complete	0d		29-Oct-25	7x8, no holidays - 7x8, no holidays
A9930	Roofing Complete	0d		10-Nov-25	7x8, no holidays - 7x8, no holidays
A9940	Drywall Complete	0d		29-Nov-25	7x8, no holidays - 7x8, no holidays
A9950	Permanent Power	0d		26-Dec-25	7x8, no holidays - 7x8, no holidays
A9960	Kitchen Complete	0d		07-Feb-26	7x8, no holidays - 7x8, no holidays
A9970	Fire Alarm Complete	0d		21-Feb-26	7x8, no holidays - 7x8, no holidays
Building B Soccer Plaza East		220d	21-Jul-25	26-Feb-26	

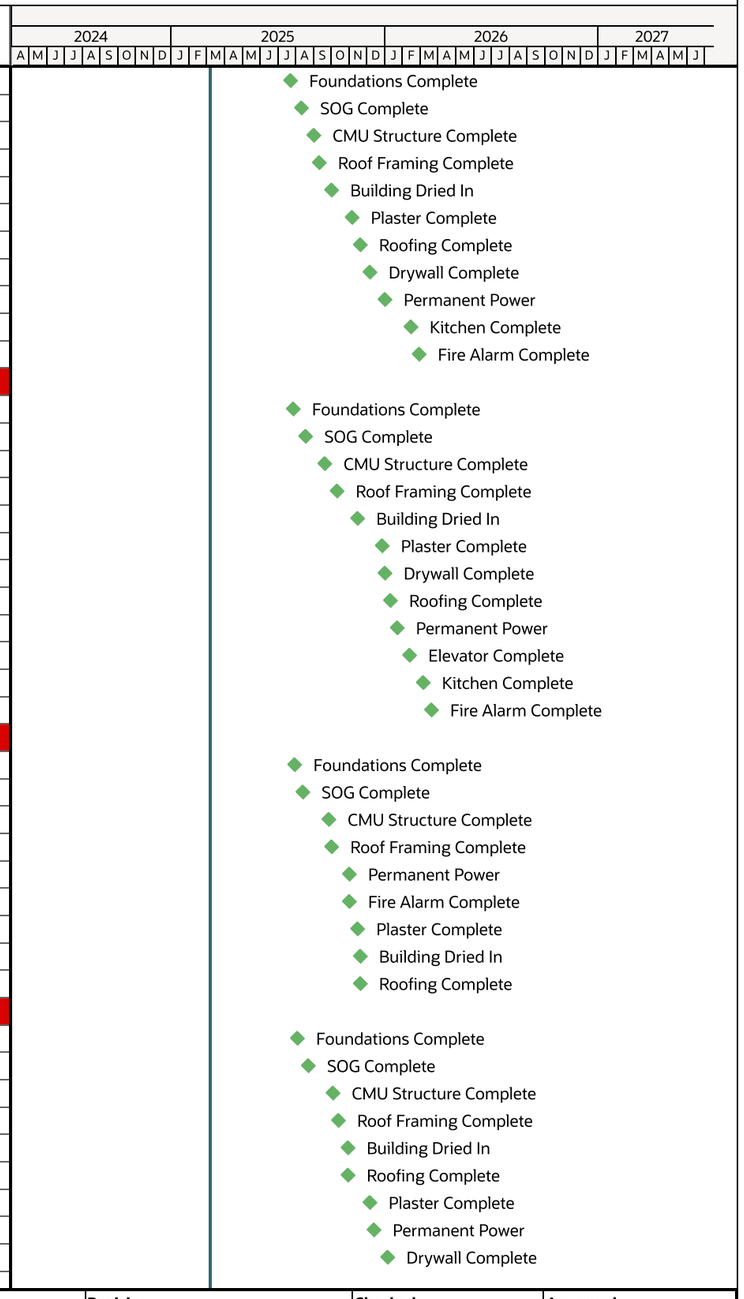


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
A10100	Foundations Complete	0d		21-Jul-25	7x8, no holidays - 7x8, no holidays
A10000	SOG Complete	0d		09-Aug-25	7x8, no holidays - 7x8, no holidays
A9990	CMU Structure Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10010	Roof Framing Complete	0d		09-Sep-25	7x8, no holidays - 7x8, no holidays
A10080	Building Dried In	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A10020	Plaster Complete	0d		04-Nov-25	7x8, no holidays - 7x8, no holidays
A10030	Roofing Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10040	Drywall Complete	0d		04-Dec-25	7x8, no holidays - 7x8, no holidays
A10050	Permanent Power	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A10060	Kitchen Complete	0d		12-Feb-26	7x8, no holidays - 7x8, no holidays
A10070	Fire Alarm Complete	0d		26-Feb-26	7x8, no holidays - 7x8, no holidays
Building A Soccer Plaza		235d	26-Jul-25	18-Mar-26	
A9770	Foundations Complete	0d		26-Jul-25	7x8, no holidays - 7x8, no holidays
A9790	SOG Complete	0d		15-Aug-25	7x8, no holidays - 7x8, no holidays
A9780	CMU Structure Complete	0d		18-Sep-25	7x8, no holidays - 7x8, no holidays
A9800	Roof Framing Complete	0d		09-Oct-25	7x8, no holidays - 7x8, no holidays
A9880	Building Dried In	0d		12-Nov-25	7x8, no holidays - 7x8, no holidays
A9810	Plaster Complete	0d		26-Dec-25	7x8, no holidays - 7x8, no holidays
A9830	Drywall Complete	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A9820	Roofing Complete	0d		08-Jan-26	7x8, no holidays - 7x8, no holidays
A9840	Permanent Power	0d		20-Jan-26	7x8, no holidays - 7x8, no holidays
A9860	Elevator Complete	0d		11-Feb-26	7x8, no holidays - 7x8, no holidays
A9850	Kitchen Complete	0d		04-Mar-26	7x8, no holidays - 7x8, no holidays
A9870	Fire Alarm Complete	0d		18-Mar-26	7x8, no holidays - 7x8, no holidays
Small Maintenance Building		113d	28-Jul-25	18-Nov-25	
A10110	Foundations Complete	0d		28-Jul-25	7x8, no holidays - 7x8, no holidays
A10120	SOG Complete	0d		12-Aug-25	7x8, no holidays - 7x8, no holidays
A10130	CMU Structure Complete	0d		24-Sep-25	7x8, no holidays - 7x8, no holidays
A10140	Roof Framing Complete	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A10190	Permanent Power	0d		29-Oct-25	7x8, no holidays - 7x8, no holidays
A10210	Fire Alarm Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10160	Plaster Complete	0d		12-Nov-25	7x8, no holidays - 7x8, no holidays
A10150	Building Dried In	0d		18-Nov-25	7x8, no holidays - 7x8, no holidays
A10170	Roofing Complete	0d		18-Nov-25	7x8, no holidays - 7x8, no holidays
Restroom Building		157d	01-Aug-25	05-Jan-26	
A10220	Foundations Complete	0d		01-Aug-25	7x8, no holidays - 7x8, no holidays
A10230	SOG Complete	0d		20-Aug-25	7x8, no holidays - 7x8, no holidays
A10240	CMU Structure Complete	0d		02-Oct-25	7x8, no holidays - 7x8, no holidays
A10250	Roof Framing Complete	0d		10-Oct-25	7x8, no holidays - 7x8, no holidays
A10260	Building Dried In	0d		28-Oct-25	7x8, no holidays - 7x8, no holidays
A10280	Roofing Complete	0d		28-Oct-25	7x8, no holidays - 7x8, no holidays
A10270	Plaster Complete	0d		03-Dec-25	7x8, no holidays - 7x8, no holidays
A10300	Permanent Power	0d		11-Dec-25	7x8, no holidays - 7x8, no holidays
A10290	Drywall Complete	0d		05-Jan-26	7x8, no holidays - 7x8, no holidays

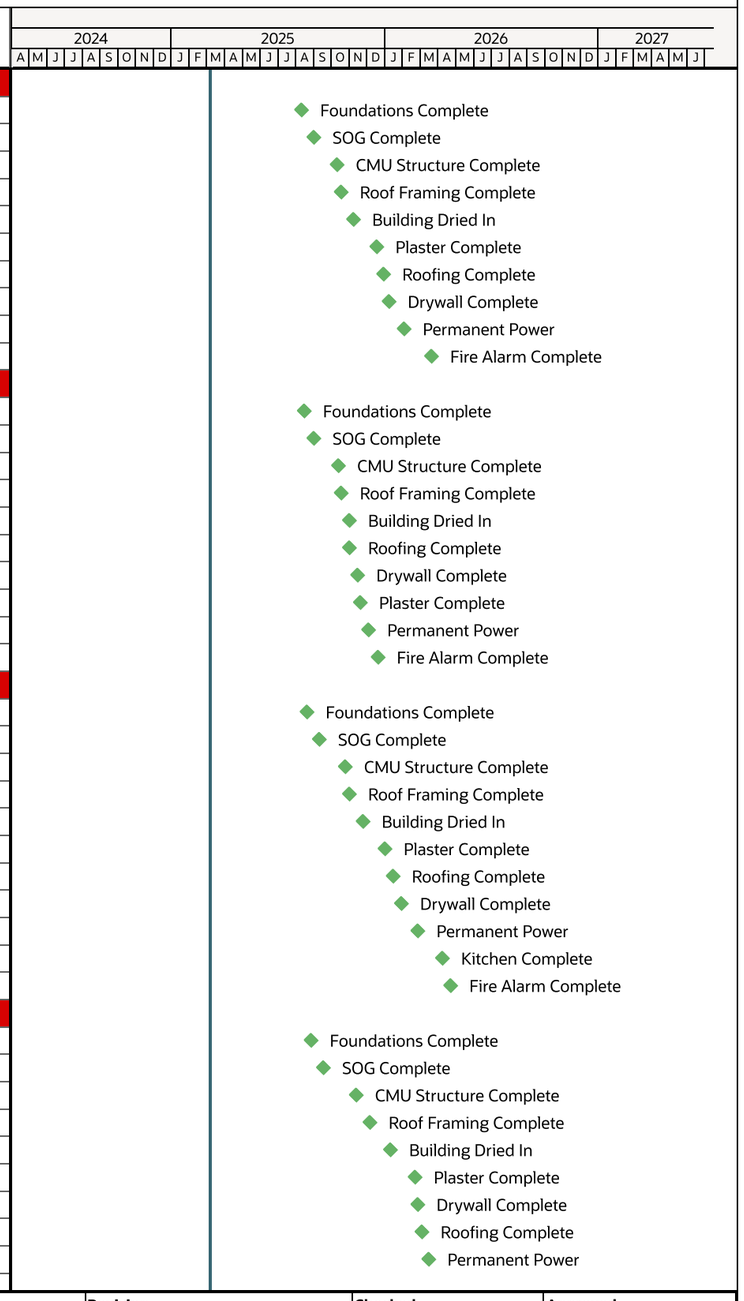


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Green Room / IT Building		222d	09-Aug-25	19-Mar-26	
A10330	Foundations Complete	0d		09-Aug-25	7x8, no holidays - 7x8, no holidays
A10340	SOG Complete	0d		29-Aug-25	7x8, no holidays - 7x8, no holidays
A10350	CMU Structure Complete	0d		08-Oct-25	7x8, no holidays - 7x8, no holidays
A10360	Roof Framing Complete	0d		16-Oct-25	7x8, no holidays - 7x8, no holidays
A10370	Building Dried In	0d		06-Nov-25	7x8, no holidays - 7x8, no holidays
A10380	Plaster Complete	0d		15-Dec-25	7x8, no holidays - 7x8, no holidays
A10390	Roofing Complete	0d		27-Dec-25	7x8, no holidays - 7x8, no holidays
A10400	Drywall Complete	0d		07-Jan-26	7x8, no holidays - 7x8, no holidays
A10410	Permanent Power	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A10430	Fire Alarm Complete	0d		19-Mar-26	7x8, no holidays - 7x8, no holidays
Ticket Booths		128d	13-Aug-25	19-Dec-25	
A10440	Foundations Complete	0d		13-Aug-25	7x8, no holidays - 7x8, no holidays
A10450	SOG Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10460	CMU Structure Complete	0d		11-Oct-25	7x8, no holidays - 7x8, no holidays
A10470	Roof Framing Complete	0d		17-Oct-25	7x8, no holidays - 7x8, no holidays
A10480	Building Dried In	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10500	Roofing Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10510	Drywall Complete	0d		14-Nov-25	7x8, no holidays - 7x8, no holidays
A10490	Plaster Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10520	Permanent Power	0d		02-Dec-25	7x8, no holidays - 7x8, no holidays
A10540	Fire Alarm Complete	0d		19-Dec-25	7x8, no holidays - 7x8, no holidays
Building B Baseball Plaza West		244d	19-Aug-25	20-Apr-26	
A10550	Foundations Complete	0d		19-Aug-25	7x8, no holidays - 7x8, no holidays
A10560	SOG Complete	0d		09-Sep-25	7x8, no holidays - 7x8, no holidays
A10570	CMU Structure Complete	0d		23-Oct-25	7x8, no holidays - 7x8, no holidays
A10580	Roof Framing Complete	0d		31-Oct-25	7x8, no holidays - 7x8, no holidays
A10590	Building Dried In	0d		22-Nov-25	7x8, no holidays - 7x8, no holidays
A10600	Plaster Complete	0d		31-Dec-25	7x8, no holidays - 7x8, no holidays
A10610	Roofing Complete	0d		13-Jan-26	7x8, no holidays - 7x8, no holidays
A10620	Drywall Complete	0d		28-Jan-26	7x8, no holidays - 7x8, no holidays
A10630	Permanent Power	0d		23-Feb-26	7x8, no holidays - 7x8, no holidays
A10640	Kitchen Complete	0d		06-Apr-26	7x8, no holidays - 7x8, no holidays
A10650	Fire Alarm Complete	0d		20-Apr-26	7x8, no holidays - 7x8, no holidays
Building A Baseball Plaza		257d	25-Aug-25	09-May-26	
A10660	Foundations Complete	0d		25-Aug-25	7x8, no holidays - 7x8, no holidays
A10670	SOG Complete	0d		15-Sep-25	7x8, no holidays - 7x8, no holidays
A10680	CMU Structure Complete	0d		10-Nov-25	7x8, no holidays - 7x8, no holidays
A10690	Roof Framing Complete	0d		04-Dec-25	7x8, no holidays - 7x8, no holidays
A10700	Building Dried In	0d		08-Jan-26	7x8, no holidays - 7x8, no holidays
A10710	Plaster Complete	0d		18-Feb-26	7x8, no holidays - 7x8, no holidays
A10730	Drywall Complete	0d		23-Feb-26	7x8, no holidays - 7x8, no holidays
A10720	Roofing Complete	0d		02-Mar-26	7x8, no holidays - 7x8, no holidays
A10740	Permanent Power	0d		13-Mar-26	7x8, no holidays - 7x8, no holidays

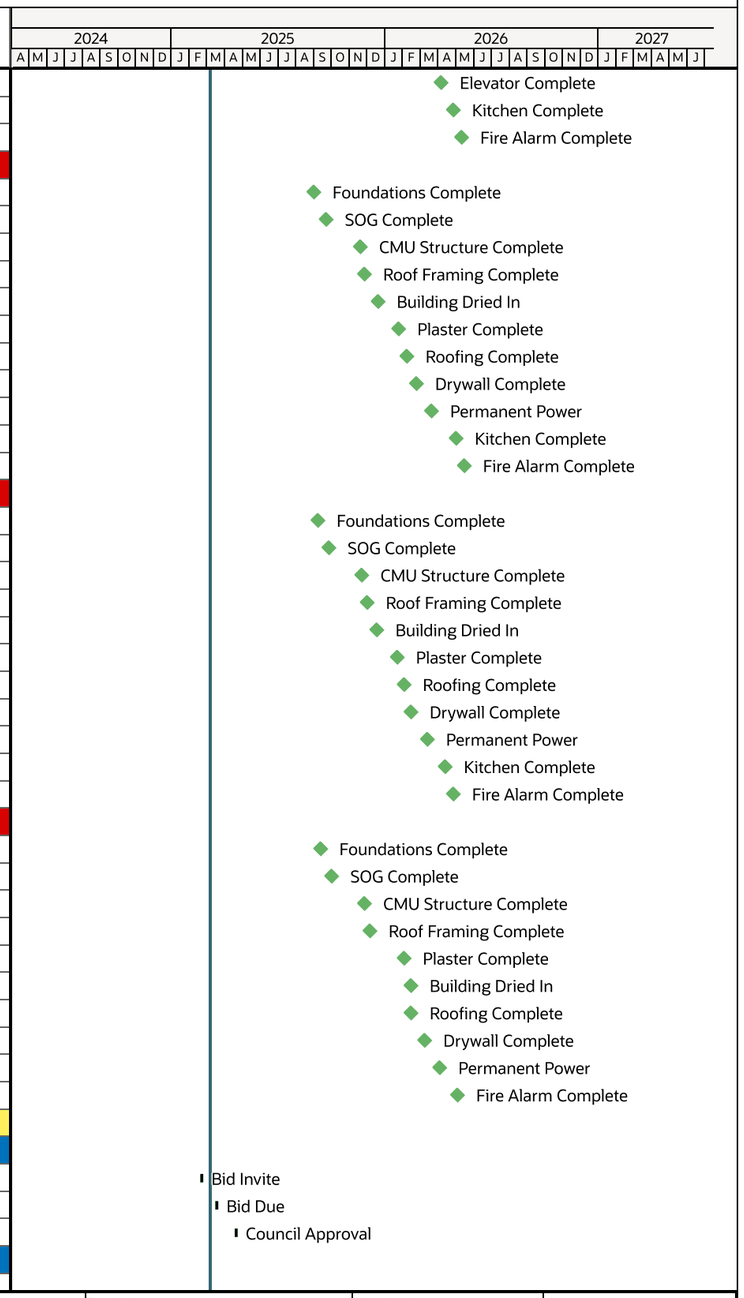


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
A11100	Elevator Complete	0d		04-Apr-26	7x8, no holidays - 7x8, no holidays
A10750	Kitchen Complete	0d		25-Apr-26	7x8, no holidays - 7x8, no holidays
A10760	Fire Alarm Complete	0d		09-May-26	7x8, no holidays - 7x8, no holidays
Building B Baseball Plaza East		256d	30-Aug-25	13-May-26	
A10770	Foundations Complete	0d		30-Aug-25	7x8, no holidays - 7x8, no holidays
A10780	SOG Complete	0d		20-Sep-25	7x8, no holidays - 7x8, no holidays
A10790	CMU Structure Complete	0d		17-Nov-25	7x8, no holidays - 7x8, no holidays
A10800	Roof Framing Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A10810	Building Dried In	0d		18-Dec-25	7x8, no holidays - 7x8, no holidays
A10820	Plaster Complete	0d		24-Jan-26	7x8, no holidays - 7x8, no holidays
A10830	Roofing Complete	0d		05-Feb-26	7x8, no holidays - 7x8, no holidays
A10840	Drywall Complete	0d		20-Feb-26	7x8, no holidays - 7x8, no holidays
A10850	Permanent Power	0d		18-Mar-26	7x8, no holidays - 7x8, no holidays
A10860	Kitchen Complete	0d		29-Apr-26	7x8, no holidays - 7x8, no holidays
A10870	Fire Alarm Complete	0d		13-May-26	7x8, no holidays - 7x8, no holidays
Food Service Building		232d	05-Sep-25	25-Apr-26	
A10880	Foundations Complete	0d		05-Sep-25	7x8, no holidays - 7x8, no holidays
A10890	SOG Complete	0d		25-Sep-25	7x8, no holidays - 7x8, no holidays
A10900	CMU Structure Complete	0d		19-Nov-25	7x8, no holidays - 7x8, no holidays
A10910	Roof Framing Complete	0d		29-Nov-25	7x8, no holidays - 7x8, no holidays
A10920	Building Dried In	0d		15-Dec-25	7x8, no holidays - 7x8, no holidays
A10930	Plaster Complete	0d		21-Jan-26	7x8, no holidays - 7x8, no holidays
A10940	Roofing Complete	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A10950	Drywall Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A10960	Permanent Power	0d		10-Mar-26	7x8, no holidays - 7x8, no holidays
A10970	Kitchen Complete	0d		11-Apr-26	7x8, no holidays - 7x8, no holidays
A10980	Fire Alarm Complete	0d		25-Apr-26	7x8, no holidays - 7x8, no holidays
Large Maintenance Building		234d	10-Sep-25	02-May-26	
A10990	Foundations Complete	0d		10-Sep-25	7x8, no holidays - 7x8, no holidays
A11000	SOG Complete	0d		30-Sep-25	7x8, no holidays - 7x8, no holidays
A11010	CMU Structure Complete	0d		25-Nov-25	7x8, no holidays - 7x8, no holidays
A11020	Roof Framing Complete	0d		05-Dec-25	7x8, no holidays - 7x8, no holidays
A11040	Plaster Complete	0d		02-Feb-26	7x8, no holidays - 7x8, no holidays
A11030	Building Dried In	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11050	Roofing Complete	0d		13-Feb-26	7x8, no holidays - 7x8, no holidays
A11060	Drywall Complete	0d		06-Mar-26	7x8, no holidays - 7x8, no holidays
A11070	Permanent Power	0d		01-Apr-26	7x8, no holidays - 7x8, no holidays
A11090	Fire Alarm Complete	0d		02-May-26	7x8, no holidays - 7x8, no holidays
Pre-Construction		57d	17-Feb-25 A	20-May-25	
Early Electrical Bid		32d	17-Feb-25 A	15-Apr-25	
SC-PC-1000	Bid Invite	1d	17-Feb-25 A	17-Feb-25 A	5x8, with holidays - 5x8, with holidays
SC-PC-1010	Bid Due	1d	13-Mar-25	13-Mar-25	5x8, with holidays - 5x8, with holidays
SC-PC-1020	Council Approval	1d	15-Apr-25	15-Apr-25	5x8, with holidays - 5x8, with holidays
Remaining Trade Bid		57d	03-Mar-25	20-May-25	

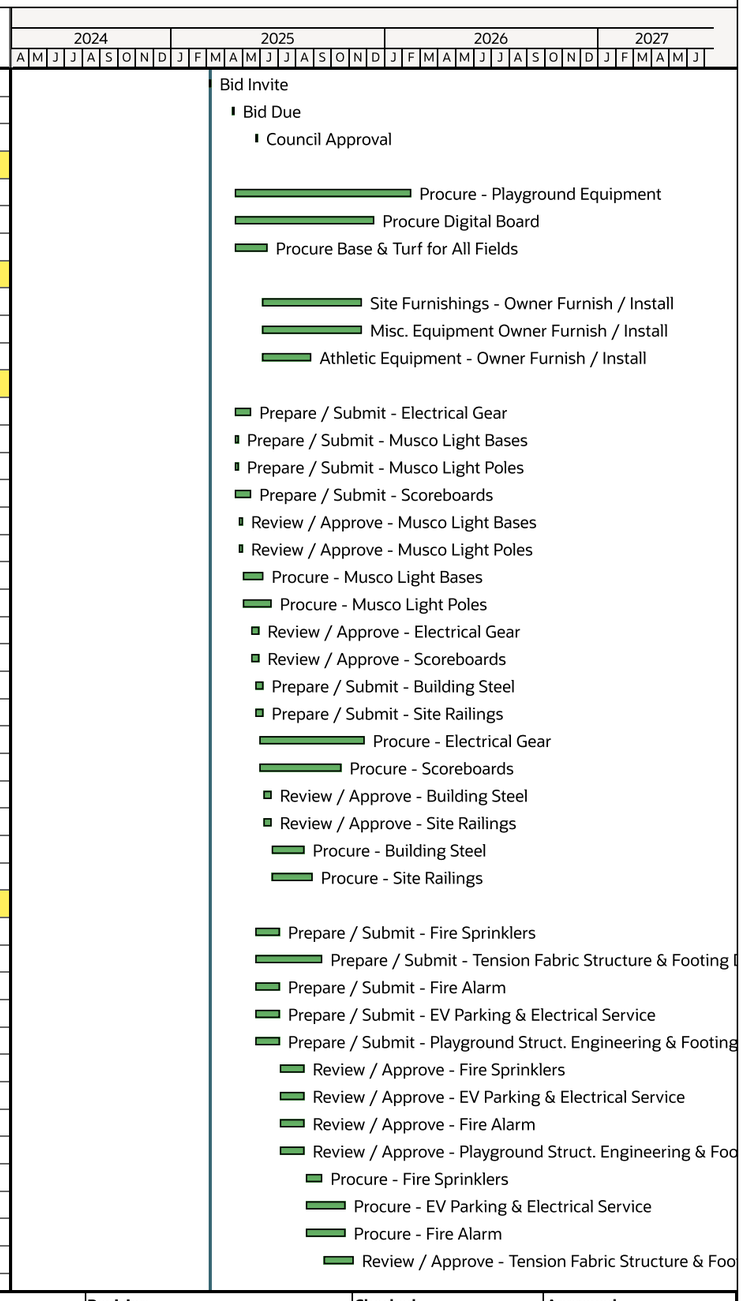


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

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ID	Name	Dur	Start	Finish	Calendar
SC-PC-1030	Bid Invite	1d	03-Mar-25 C	03-Mar-25	5x8, with holidays - 5x8, with holidays
SC-PC-1040	Bid Due	1d	10-Apr-25	10-Apr-25	5x8, with holidays - 5x8, with holidays
SC-PC-1050	Council Approval	1d	20-May-25	20-May-25	5x8, with holidays - 5x8, with holidays
Owner / City Direct Buy Procurement		211d	16-Apr-25	13-Feb-26	
32-1020	Procure - Playground Equipment	210d	16-Apr-25	13-Feb-26	5x8, with holidays - 5x8, with holidays
32-1865	Procure Digital Board	165d	16-Apr-25	10-Dec-25	5x8, with holidays - 5x8, with holidays
32-1845	Procure Base & Turf for All Fields	40d	16-Apr-25	11-Jun-25	5x8, with holidays - 5x8, with holidays
Owner Furnish/ Install		120d	02-Jun-25	19-Nov-25	
A11300	Site Furnishings - Owner Furnish / Install	120d	02-Jun-25	19-Nov-25	5x8, with holidays - 5x8, with holidays
A11320	Misc. Equipment Owner Furnish / Install	120d	02-Jun-25	19-Nov-25	5x8, with holidays - 5x8, with holidays
A11310	Athletic Equipment - Owner Furnish / Install	60d	02-Jun-25	25-Aug-25	5x8, with holidays - 5x8, with holidays
Submittals / Procurement		156d	16-Apr-25	24-Nov-25	
26-1500	Prepare / Submit - Electrical Gear	20d	16-Apr-25	13-May-25	5x8, with holidays - 5x8, with holidays
26-2030	Prepare / Submit - Musco Light Bases	5d	16-Apr-25	22-Apr-25	5x8, with holidays - 5x8, with holidays
26-2060	Prepare / Submit - Musco Light Poles	5d	16-Apr-25	22-Apr-25	5x8, with holidays - 5x8, with holidays
26-2090	Prepare / Submit - Scoreboards	20d	16-Apr-25	13-May-25	5x8, with holidays - 5x8, with holidays
26-2040	Review / Approve - Musco Light Bases	5d	23-Apr-25	29-Apr-25	5x8, with holidays - 5x8, with holidays
26-2070	Review / Approve - Musco Light Poles	5d	23-Apr-25	29-Apr-25	5x8, with holidays - 5x8, with holidays
26-2050	Procure - Musco Light Bases	25d	30-Apr-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
26-2080	Procure - Musco Light Poles	35d	30-Apr-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
26-1510	Review / Approve - Electrical Gear	10d	14-May-25	28-May-25	5x8, with holidays - 5x8, with holidays
26-2100	Review / Approve - Scoreboards	10d	14-May-25	28-May-25	5x8, with holidays - 5x8, with holidays
05-1500	Prepare / Submit - Building Steel	10d	21-May-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
05-4030	Prepare / Submit - Site Railings	10d	21-May-25	04-Jun-25	5x8, with holidays - 5x8, with holidays
26-1520	Procure - Electrical Gear	125d	29-May-25	24-Nov-25	5x8, with holidays - 5x8, with holidays
26-2110	Procure - Scoreboards	100d	29-May-25	17-Oct-25	5x8, with holidays - 5x8, with holidays
05-1510	Review / Approve - Building Steel	10d	05-Jun-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
05-4040	Review / Approve - Site Railings	10d	05-Jun-25	18-Jun-25	5x8, with holidays - 5x8, with holidays
05-1515	Procure - Building Steel	40d	19-Jun-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
05-4050	Procure - Site Railings	50d	19-Jun-25	28-Aug-25	5x8, with holidays - 5x8, with holidays
Deferred Submittals / Procurement		201d	21-May-25	06-Mar-26	
21-2500	Prepare / Submit - Fire Sprinklers	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
13-1000	Prepare / Submit - Tension Fabric Structure & Footing Design	80d	21-May-25	12-Sep-25	5x8, with holidays - 5x8, with holidays
28-2500	Prepare / Submit - Fire Alarm	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
26-2500	Prepare / Submit - EV Parking & Electrical Service	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
13-1040	Prepare / Submit - Playground Struct. Engineering & Footing Design	30d	21-May-25	02-Jul-25	5x8, with holidays - 5x8, with holidays
21-2510	Review / Approve - Fire Sprinklers	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
26-2510	Review / Approve - EV Parking & Electrical Service	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
28-2510	Review / Approve - Fire Alarm	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
13-1050	Review / Approve - Playground Struct. Engineering & Footing Design	30d	03-Jul-25	14-Aug-25	5x8, with holidays - 5x8, with holidays
21-2520	Procure - Fire Sprinklers	20d	15-Aug-25	12-Sep-25	5x8, with holidays - 5x8, with holidays
26-2520	Procure - EV Parking & Electrical Service	50d	15-Aug-25	24-Oct-25	5x8, with holidays - 5x8, with holidays
28-2520	Procure - Fire Alarm	50d	15-Aug-25	24-Oct-25	5x8, with holidays - 5x8, with holidays
13-1010	Review / Approve - Tension Fabric Structure & Footing Design	40d	15-Sep-25	07-Nov-25	5x8, with holidays - 5x8, with holidays

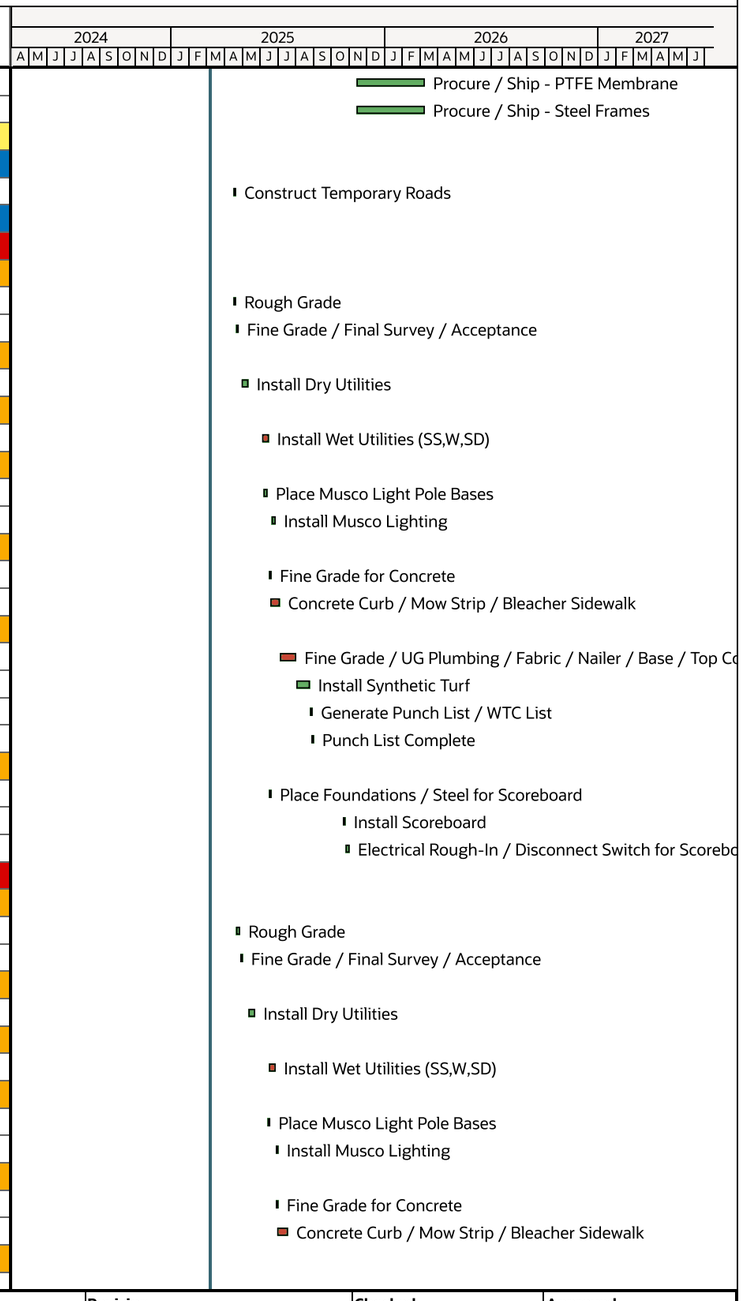


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
13-1030	Procure / Ship - PTFE Membrane	80d	10-Nov-25	06-Mar-26	5x8, with holidays - 5x8, with holidays
13-1020	Procure / Ship - Steel Frames	80d	10-Nov-25	06-Mar-26	5x8, with holidays - 5x8, with holidays
Construction of Sports Complex		456d	14-Apr-25	29-Jan-27	
Temporary Roads		5d	14-Apr-25	18-Apr-25	
TR-1000	Construct Temporary Roads	5d	14-Apr-25	18-Apr-25	5x8, with holidays - 5x8, with holidays
Soccer Facilities		259d	14-Apr-25	20-Apr-26	
Soccer Field 9		141d	14-Apr-25	29-Oct-25	
Grading		6d	14-Apr-25	19-Apr-25	
SF-1000	Rough Grade	5d	14-Apr-25	19-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-1005	Fine Grade / Final Survey / Acceptance	1d	19-Apr-25	19-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	28-Apr-25	09-May-25	
SF-1020	Install Dry Utilities	10d	28-Apr-25	09-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	02-Jun-25	13-Jun-25	
SF-1010	Install Wet Utilities (SS,W,SD)	10d	02-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	05-Jun-25	24-Jun-25	
SF-1030	Place Musco Light Pole Bases	5d	05-Jun-25	10-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1040	Install Musco Lighting	5d	19-Jun-25	24-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	13-Jun-25	02-Jul-25	
SF-1050	Fine Grade for Concrete	2d	13-Jun-25	14-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1060	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	16-Jun-25	02-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	03-Jul-25	30-Aug-25	
SF-1070	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	03-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1080	Install Synthetic Turf	20d	31-Jul-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1090	Generate Punch List / WTC List	2d	23-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1100	Punch List Complete	5d	26-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		117d	13-Jun-25	29-Oct-25	
SF-1110	Place Foundations / Steel for Scoreboard	5d	13-Jun-25	18-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1120	Install Scoreboard	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1130	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 10		140d	19-Apr-25	04-Nov-25	
Grading		6d	19-Apr-25	25-Apr-25	
SF-1140	Rough Grade	5d	19-Apr-25	25-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-1145	Fine Grade / Final Survey / Acceptance	1d	25-Apr-25	25-Apr-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	09-May-25	21-May-25	
SF-1160	Install Dry Utilities	10d	09-May-25	21-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Jun-25	25-Jun-25	
SF-1150	Install Wet Utilities (SS,W,SD)	10d	13-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	11-Jun-25	30-Jun-25	
SF-1170	Place Musco Light Pole Bases	5d	11-Jun-25	16-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1180	Install Musco Lighting	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	25-Jun-25	15-Jul-25	
SF-1190	Fine Grade for Concrete	2d	25-Jun-25	26-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1200	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Jun-25	15-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	16-Jul-25	12-Sep-25	

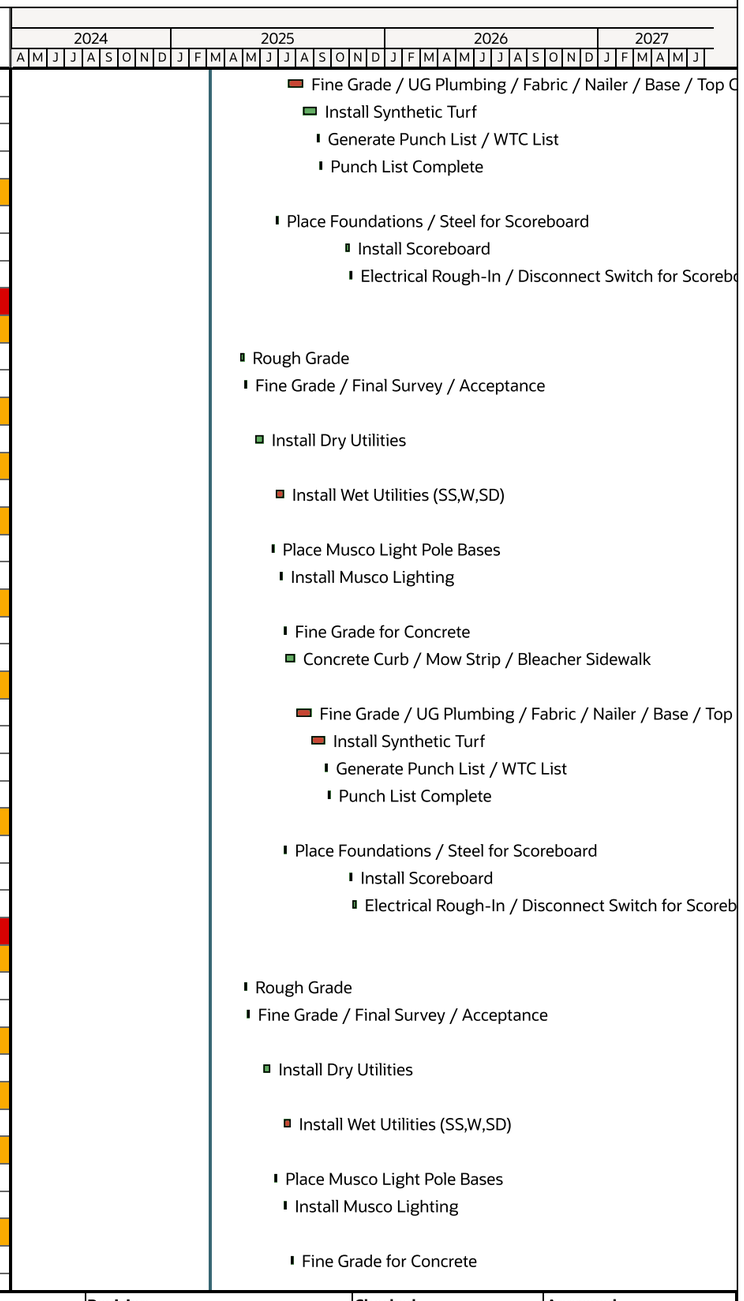


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-1210	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	16-Jul-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1220	Install Synthetic Turf	20d	12-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1230	Generate Punch List / WTC List	2d	05-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1240	Punch List Complete	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		112d	25-Jun-25	04-Nov-25	
SF-1250	Place Foundations / Steel for Scoreboard	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1260	Install Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1270	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 11		140d	25-Apr-25	10-Nov-25	
Grading		6d	25-Apr-25	01-May-25	
SF-1280	Rough Grade	5d	25-Apr-25	01-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3220	Fine Grade / Final Survey / Acceptance	1d	01-May-25	01-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		11d	21-May-25	04-Jun-25	
SF-1300	Install Dry Utilities	10d	21-May-25	04-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	25-Jun-25	09-Jul-25	
SF-1290	Install Wet Utilities (SS,W,SD)	10d	25-Jun-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	17-Jun-25	07-Jul-25	
SF-1310	Place Musco Light Pole Bases	5d	17-Jun-25	21-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1320	Install Musco Lighting	5d	01-Jul-25	07-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	09-Jul-25	28-Jul-25	
SF-1330	Fine Grade for Concrete	2d	09-Jul-25	10-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1340	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	11-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	30-Jul-25	26-Sep-25	
SF-1350	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	30-Jul-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1360	Install Synthetic Turf	20d	26-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1370	Generate Punch List / WTC List	2d	19-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1380	Punch List Complete	5d	22-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		106d	09-Jul-25	10-Nov-25	
SF-1390	Place Foundations / Steel for Scoreboard	5d	09-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1400	Install Scoreboard	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1410	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 12		140d	01-May-25	17-Nov-25	
Grading		6d	01-May-25	07-May-25	
SF-1420	Rough Grade	5d	01-May-25	07-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3230	Fine Grade / Final Survey / Acceptance	1d	07-May-25	07-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	04-Jun-25	16-Jun-25	
SF-1440	Install Dry Utilities	10d	04-Jun-25	16-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	09-Jul-25	21-Jul-25	
SF-1430	Install Wet Utilities (SS,W,SD)	10d	09-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	23-Jun-25	12-Jul-25	
SF-1450	Place Musco Light Pole Bases	5d	23-Jun-25	27-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1460	Install Musco Lighting	5d	08-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	21-Jul-25	08-Aug-25	
SF-1470	Fine Grade for Concrete	2d	21-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

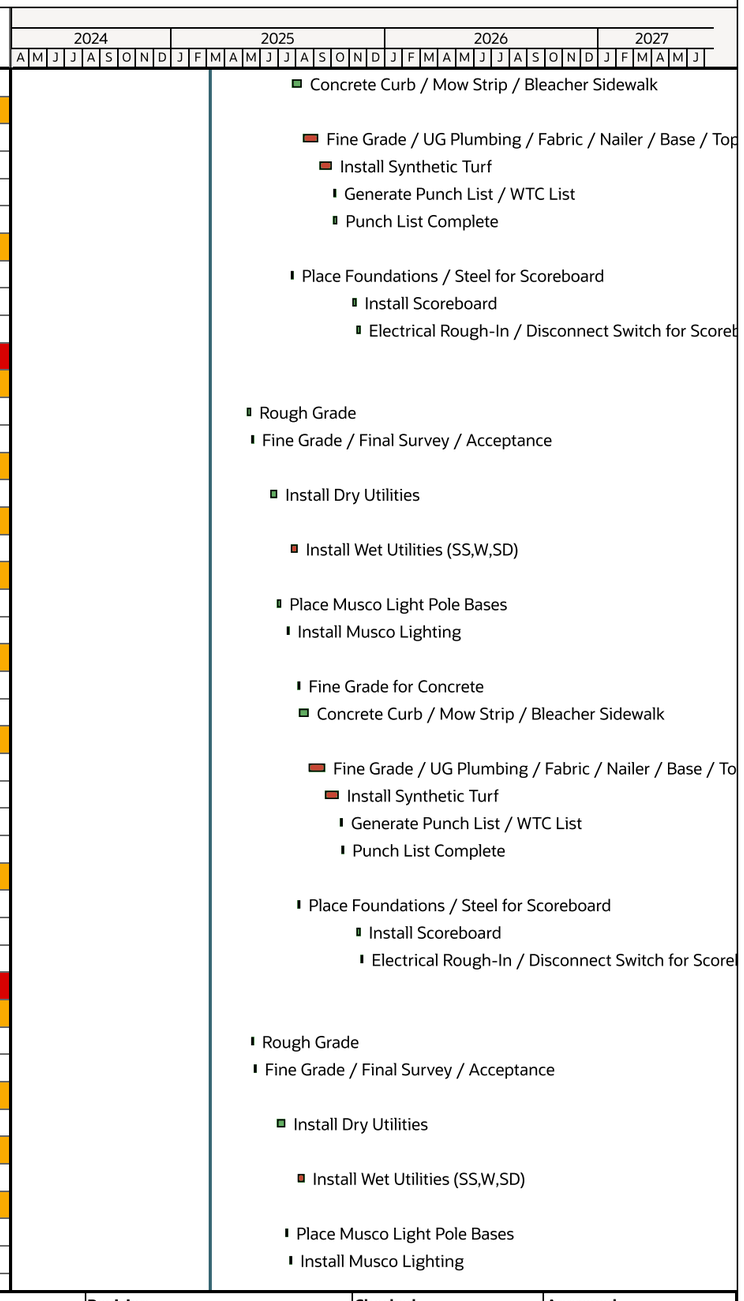


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-1480	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	23-Jul-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	11-Aug-25	08-Oct-25	
SF-1490	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	11-Aug-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1500	Install Synthetic Turf	20d	08-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1510	Generate Punch List / WTC List	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1520	Punch List Complete	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		101d	21-Jul-25	17-Nov-25	
SF-1530	Place Foundations / Steel for Scoreboard	5d	21-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1540	Install Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1550	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 5		140d	07-May-25	22-Nov-25	
Grading		6d	07-May-25	13-May-25	
SF-1560	Rough Grade	5d	07-May-25	13-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3240	Fine Grade / Final Survey / Acceptance	1d	13-May-25	13-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	16-Jun-25	27-Jun-25	
SF-1580	Install Dry Utilities	10d	16-Jun-25	27-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	21-Jul-25	01-Aug-25	
SF-1570	Install Wet Utilities (SS,W,SD)	10d	21-Jul-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		17d	28-Jun-25	18-Jul-25	
SF-1590	Place Musco Light Pole Bases	5d	28-Jun-25	03-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1600	Install Musco Lighting	5d	14-Jul-25	18-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	01-Aug-25	20-Aug-25	
SF-1610	Fine Grade for Concrete	2d	01-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1620	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	04-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	22-Aug-25	20-Oct-25	
SF-1630	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	22-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1640	Install Synthetic Turf	20d	19-Sep-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1650	Generate Punch List / WTC List	2d	13-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1660	Punch List Complete	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		96d	01-Aug-25	22-Nov-25	
SF-1670	Place Foundations / Steel for Scoreboard	5d	01-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1680	Install Scoreboard	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1690	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 6		140d	13-May-25	01-Dec-25	
Grading		6d	13-May-25	19-May-25	
SF-1700	Rough Grade	5d	13-May-25	19-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3250	Fine Grade / Final Survey / Acceptance	1d	19-May-25	19-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Jun-25	11-Jul-25	
SF-1720	Install Dry Utilities	10d	27-Jun-25	11-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	01-Aug-25	13-Aug-25	
SF-1710	Install Wet Utilities (SS,W,SD)	10d	01-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		12d	11-Jul-25	24-Jul-25	
SF-1730	Place Musco Light Pole Bases	5d	11-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1740	Install Musco Lighting	5d	19-Jul-25	24-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

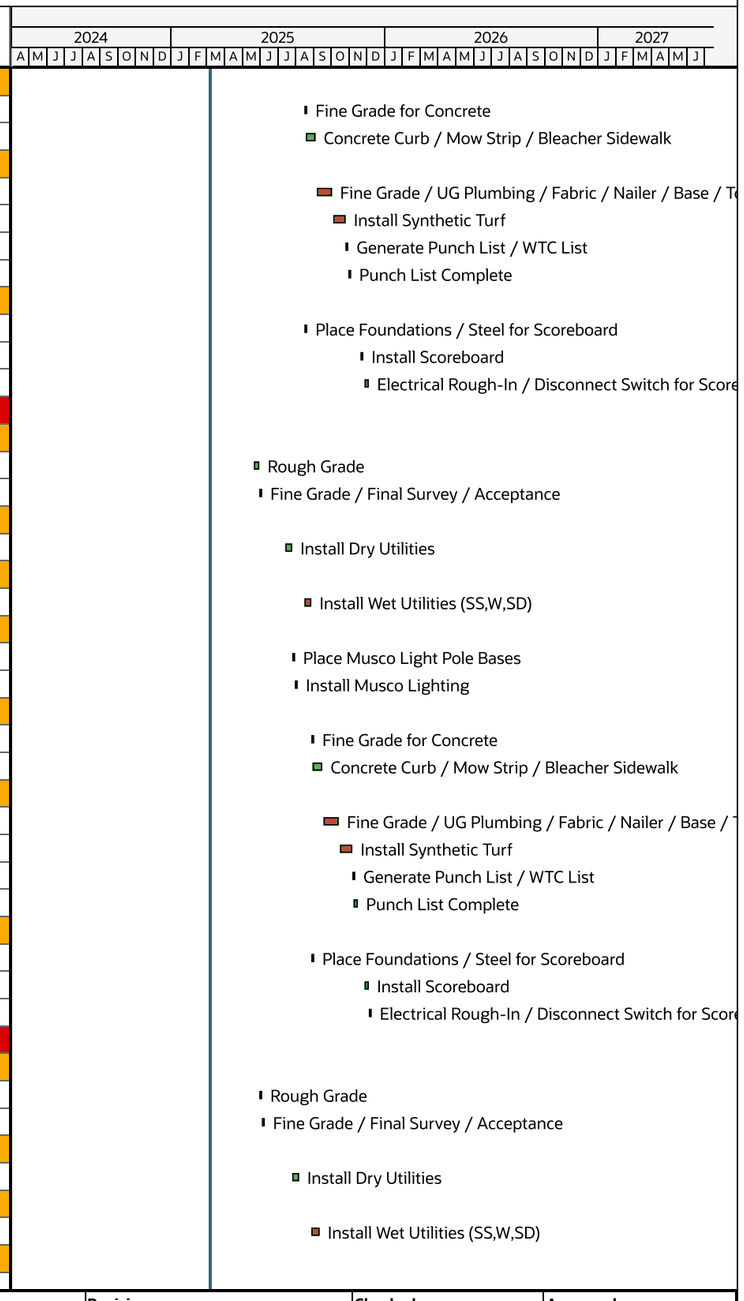


Current
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Site Concrete Before Field		17d	13-Aug-25	02-Sep-25	
SF-1750	Fine Grade for Concrete	2d	13-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1760	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	04-Sep-25	31-Oct-25	
SF-1770	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	04-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1780	Install Synthetic Turf	20d	01-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1790	Generate Punch List / WTC List	2d	24-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1800	Punch List Complete	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		91d	13-Aug-25	01-Dec-25	
SF-1810	Place Foundations / Steel for Scoreboard	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1820	Install Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1830	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 7		140d	19-May-25	06-Dec-25	
Grading		7d	19-May-25	27-May-25	
SF-1840	Rough Grade	5d	19-May-25	27-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3260	Fine Grade / Final Survey / Acceptance	1d	27-May-25	27-May-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	11-Jul-25	23-Jul-25	
SF-1860	Install Dry Utilities	10d	11-Jul-25	23-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Aug-25	25-Aug-25	
SF-1850	Install Wet Utilities (SS,W,SD)	10d	13-Aug-25	25-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	23-Jul-25	02-Aug-25	
SF-1870	Place Musco Light Pole Bases	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1880	Install Musco Lighting	5d	29-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	25-Aug-25	13-Sep-25	
SF-1890	Fine Grade for Concrete	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1900	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Aug-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	16-Sep-25	13-Nov-25	
SF-1910	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	16-Sep-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1920	Install Synthetic Turf	20d	13-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1930	Generate Punch List / WTC List	2d	05-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1940	Punch List Complete	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		86d	25-Aug-25	06-Dec-25	
SF-1950	Place Foundations / Steel for Scoreboard	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1960	Install Scoreboard	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-1970	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field 8		139d	27-May-25	12-Dec-25	
Grading		6d	27-May-25	02-Jun-25	
SF-1980	Rough Grade	5d	27-May-25	02-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3270	Fine Grade / Final Survey / Acceptance	1d	02-Jun-25	02-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	23-Jul-25	04-Aug-25	
SF-2000	Install Dry Utilities	10d	23-Jul-25	04-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	25-Aug-25	08-Sep-25	
SF-1990	Install Wet Utilities (SS,W,SD)	10d	25-Aug-25	08-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	04-Aug-25	14-Aug-25	

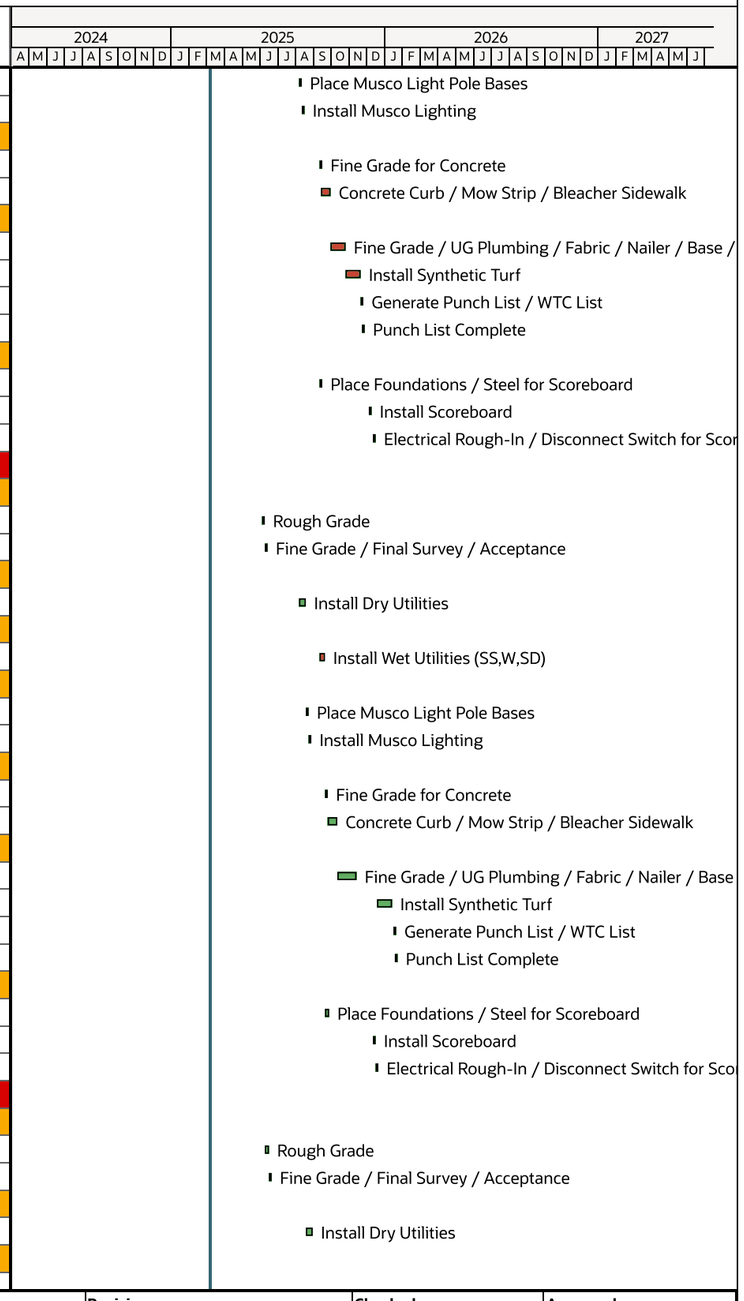


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SF-2010	Place Musco Light Pole Bases	5d	04-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2020	Install Musco Lighting	5d	09-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	08-Sep-25	26-Sep-25	
SF-2030	Fine Grade for Concrete	2d	08-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2040	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	10-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		50d	27-Sep-25	25-Nov-25	
SF-2050	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	23d	27-Sep-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2060	Install Synthetic Turf	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2070	Generate Punch List / WTC List	2d	18-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2080	Punch List Complete	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		80d	08-Sep-25	12-Dec-25	
SF-2090	Place Foundations / Steel for Scoreboard	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2100	Install Scoreboard	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2110	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 4		160d	02-Jun-25	20-Jan-26	
Grading		6d	02-Jun-25	07-Jun-25	
SF-2120	Rough Grade	5d	02-Jun-25	07-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3280	Fine Grade / Final Survey / Acceptance	1d	07-Jun-25	07-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	04-Aug-25	15-Aug-25	
SF-2140	Install Dry Utilities	10d	04-Aug-25	15-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	08-Sep-25	19-Sep-25	
SF-2130	Install Wet Utilities (SS,W,SD)	10d	08-Sep-25	19-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	15-Aug-25	26-Aug-25	
SF-2150	Place Musco Light Pole Bases	5d	15-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2160	Install Musco Lighting	5d	21-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	19-Sep-25	08-Oct-25	
SF-2170	Fine Grade for Concrete	2d	19-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2180	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	22-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		84d	09-Oct-25	20-Jan-26	
SF-2190	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	09-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2200	Install Synthetic Turf	21d	17-Dec-25	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2210	Generate Punch List / WTC List	2d	13-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2220	Punch List Complete	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		75d	19-Sep-25	18-Dec-25	
SF-2230	Place Foundations / Steel for Scoreboard	5d	19-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2240	Install Scoreboard	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2250	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 3		173d	07-Jun-25	13-Feb-26	
Grading		6d	07-Jun-25	13-Jun-25	
SF-2260	Rough Grade	5d	07-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3290	Fine Grade / Final Survey / Acceptance	1d	13-Jun-25	13-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	15-Aug-25	27-Aug-25	
SF-2280	Install Dry Utilities	10d	15-Aug-25	27-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	19-Sep-25	01-Oct-25	

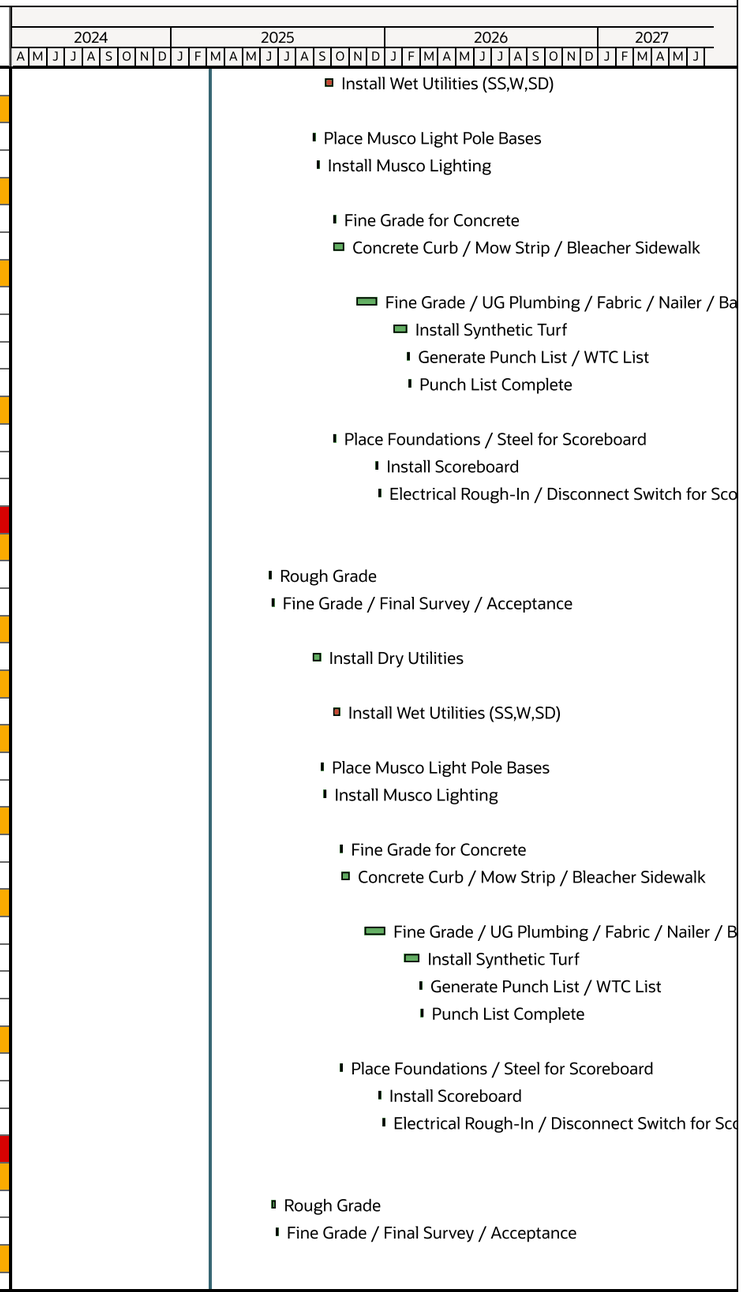


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ID	Name	Dur	Start	Finish	Calendar
SF-2270	Install Wet Utilities (SS,W,SD)	10d	19-Sep-25	01-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	27-Aug-25	08-Sep-25	
SF-2290	Place Musco Light Pole Bases	5d	27-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2300	Install Musco Lighting	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	01-Oct-25	20-Oct-25	
SF-2310	Fine Grade for Concrete	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2320	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	03-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		77d	12-Nov-25	13-Feb-26	
SF-2330	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	12-Nov-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2340	Install Synthetic Turf	21d	13-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2350	Generate Punch List / WTC List	2d	06-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2360	Punch List Complete	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		70d	01-Oct-25	24-Dec-25	
SF-2370	Place Foundations / Steel for Scoreboard	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2380	Install Scoreboard	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2390	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 2		183d	13-Jun-25	05-Mar-26	
Grading		6d	13-Jun-25	19-Jun-25	
SF-2400	Rough Grade	5d	13-Jun-25	19-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3300	Fine Grade / Final Survey / Acceptance	1d	19-Jun-25	19-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Aug-25	10-Sep-25	
SF-2420	Install Dry Utilities	10d	27-Aug-25	10-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	01-Oct-25	13-Oct-25	
SF-2410	Install Wet Utilities (SS,W,SD)	10d	01-Oct-25	13-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	10-Sep-25	20-Sep-25	
SF-2430	Place Musco Light Pole Bases	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2440	Install Musco Lighting	5d	16-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	13-Oct-25	31-Oct-25	
SF-2450	Fine Grade for Concrete	2d	13-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2460	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		84d	24-Nov-25	05-Mar-26	
SF-2470	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	24-Nov-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2480	Install Synthetic Turf	21d	02-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2490	Generate Punch List / WTC List	2d	26-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2500	Punch List Complete	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		65d	13-Oct-25	31-Dec-25	
SF-2510	Place Foundations / Steel for Scoreboard	5d	13-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2520	Install Scoreboard	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2530	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field / Football Field 1		196d	19-Jun-25	30-Mar-26	
Grading		6d	19-Jun-25	25-Jun-25	
SF-2540	Rough Grade	5d	19-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3310	Fine Grade / Final Survey / Acceptance	1d	25-Jun-25	25-Jun-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	10-Sep-25	22-Sep-25	



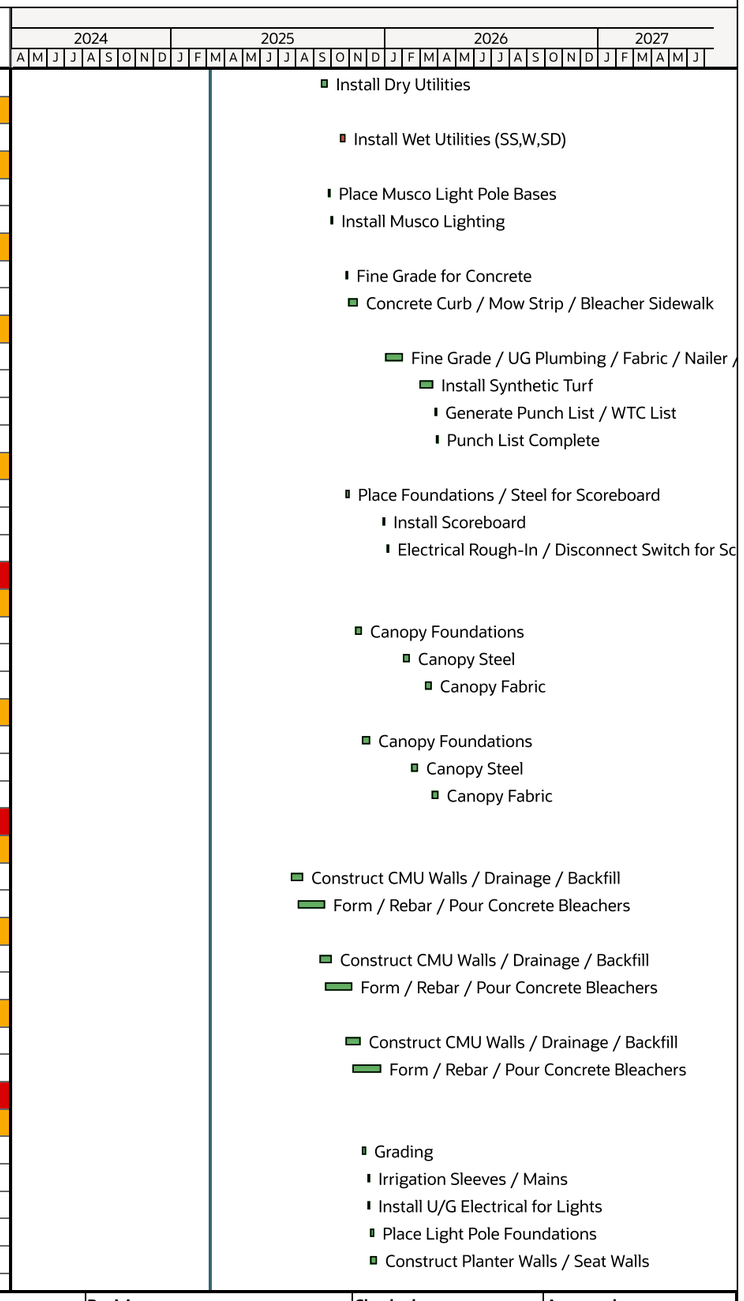
Current
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

1100

ID	Name	Dur	Start	Finish	Calendar
SF-2560	Install Dry Utilities	10d	10-Sep-25	22-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	13-Oct-25	24-Oct-25	
SF-2550	Install Wet Utilities (SS,W,SD)	10d	13-Oct-25	24-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	22-Sep-25	02-Oct-25	
SF-2570	Place Musco Light Pole Bases	5d	22-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2580	Install Musco Lighting	5d	27-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		17d	24-Oct-25	13-Nov-25	
SF-2590	Fine Grade for Concrete	2d	24-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2600	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Oct-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Soccer Field		77d	30-Dec-25	30-Mar-26	
SF-2610	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	28d	30-Dec-25	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2620	Install Synthetic Turf	21d	26-Feb-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2630	Generate Punch List / WTC List	2d	23-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2640	Punch List Complete	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		60d	24-Oct-25	07-Jan-26	
SF-2650	Place Foundations / Steel for Scoreboard	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2660	Install Scoreboard	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2670	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Soccer Facilities		117d	08-Nov-25	30-Mar-26	
Canopies 9-12		107d	08-Nov-25	18-Mar-26	
SF-2680	Canopy Foundations	10d	08-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2690	Canopy Steel	10d	31-Jan-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2700	Canopy Fabric	10d	07-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies 5-8		107d	21-Nov-25	30-Mar-26	
SF-2710	Canopy Foundations	10d	21-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2720	Canopy Steel	10d	12-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2730	Canopy Fabric	10d	19-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields		131d	21-Jul-25	24-Dec-25	
Walls / Concrete Bleachers @ Soccer Fields 9-12		50d	21-Jul-25	17-Sep-25	
SF-2760	Construct CMU Walls / Drainage / Backfill	20d	21-Jul-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2780	Form / Rebar / Pour Concrete Bleachers	40d	01-Aug-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields 5-8		50d	08-Sep-25	04-Nov-25	
SF-2920	Construct CMU Walls / Drainage / Backfill	20d	08-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2940	Form / Rebar / Pour Concrete Bleachers	40d	19-Sep-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Soccer Fields 1-4		50d	24-Oct-25	24-Dec-25	
SF-3080	Construct CMU Walls / Drainage / Backfill	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3100	Form / Rebar / Pour Concrete Bleachers	40d	05-Nov-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways Around Soccer Fields		90d	21-Nov-25	10-Mar-26	
Seating Area / Walkways @ Soccer Fields 9-12		64d	21-Nov-25	07-Feb-26	
SF-2740	Grading	5d	21-Nov-25	26-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2790	Irrigation Sleeves / Mains	5d	29-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2800	Install U/G Electrical for Lights	5d	29-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2810	Place Light Pole Foundations	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2820	Construct Planter Walls / Seat Walls	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

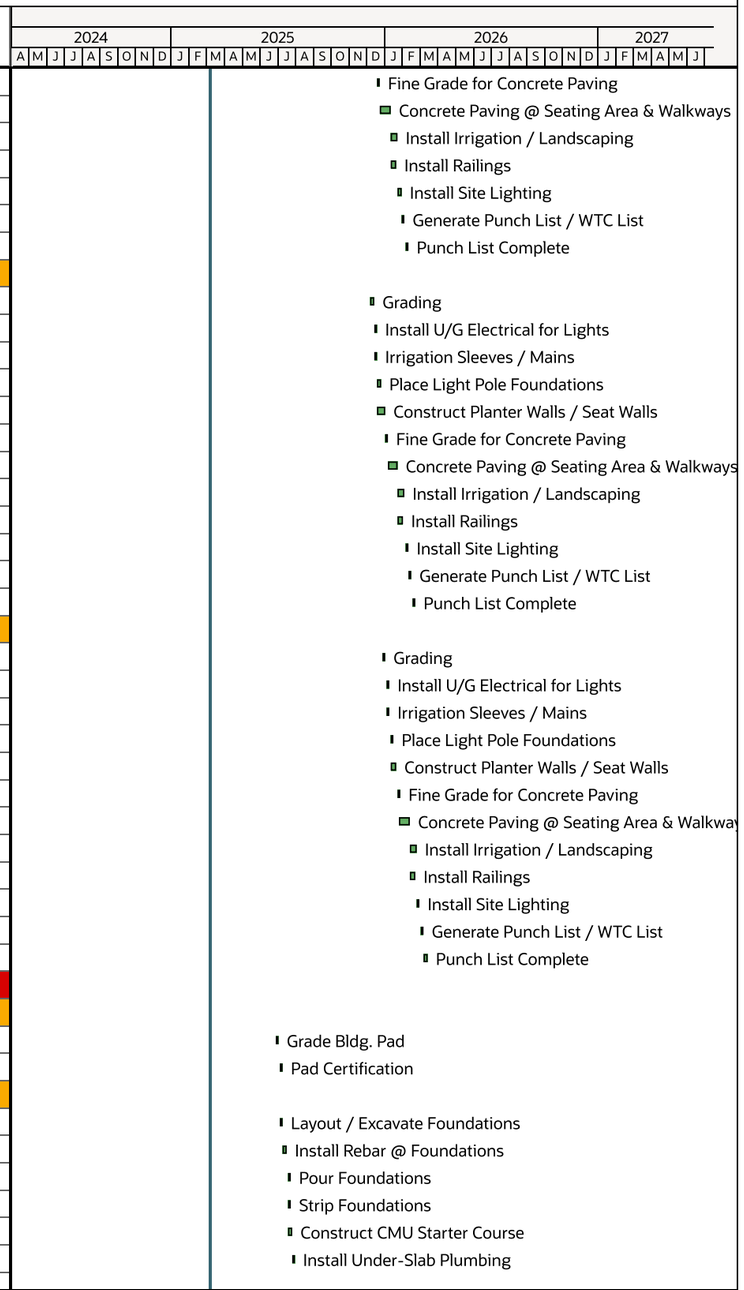


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Tilden-Coil CONSTRUCTORS
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SF-2830	Fine Grade for Concrete Paving	4d	17-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2840	Concrete Paving @ Seating Area & Walkways	15d	22-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2850	Install Irrigation / Landscaping	10d	10-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2860	Install Railings	8d	10-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2870	Install Site Lighting	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2880	Generate Punch List / WTC List	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2890	Punch List Complete	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways @ Soccer Fields 5-8		64d	05-Dec-25	19-Feb-26	
SF-2900	Grading	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2960	Install U/G Electrical for Lights	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2950	Irrigation Sleeves / Mains	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2970	Place Light Pole Foundations	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2980	Construct Planter Walls / Seat Walls	10d	17-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-2990	Fine Grade for Concrete Paving	4d	30-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3000	Concrete Paving @ Seating Area & Walkways	15d	05-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3010	Install Irrigation / Landscaping	10d	22-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3020	Install Railings	8d	22-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3030	Install Site Lighting	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3040	Generate Punch List / WTC List	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3050	Punch List Complete	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Walkways @ Soccer Fields 1-4		63d	26-Dec-25	10-Mar-26	
SF-3060	Grading	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3120	Install U/G Electrical for Lights	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3110	Irrigation Sleeves / Mains	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3130	Place Light Pole Foundations	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3140	Construct Planter Walls / Seat Walls	10d	08-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3150	Fine Grade for Concrete Paving	3d	20-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3160	Concrete Paving @ Seating Area & Walkways	15d	23-Jan-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3170	Install Irrigation / Landscaping	10d	10-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3180	Install Railings	8d	10-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3190	Install Site Lighting	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3200	Generate Punch List / WTC List	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
SF-3210	Punch List Complete	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Soccer Plaza West)		167d	25-Jun-25	23-Feb-26	
Grade Bldg. Pad		6d	25-Jun-25	01-Jul-25	
BSF-1000	Grade Bldg. Pad	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1010	Pad Certification	1d	01-Jul-25	01-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		44d	02-Jul-25	03-Sep-25	
BSF-1020	Layout / Excavate Foundations	3d	02-Jul-25	05-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1030	Install Rebar @ Foundations	7d	07-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1040	Pour Foundations	1d	15-Jul-25	15-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1050	Strip Foundations	1d	16-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1060	Construct CMU Starter Course	5d	17-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1070	Install Under-Slab Plumbing	3d	23-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

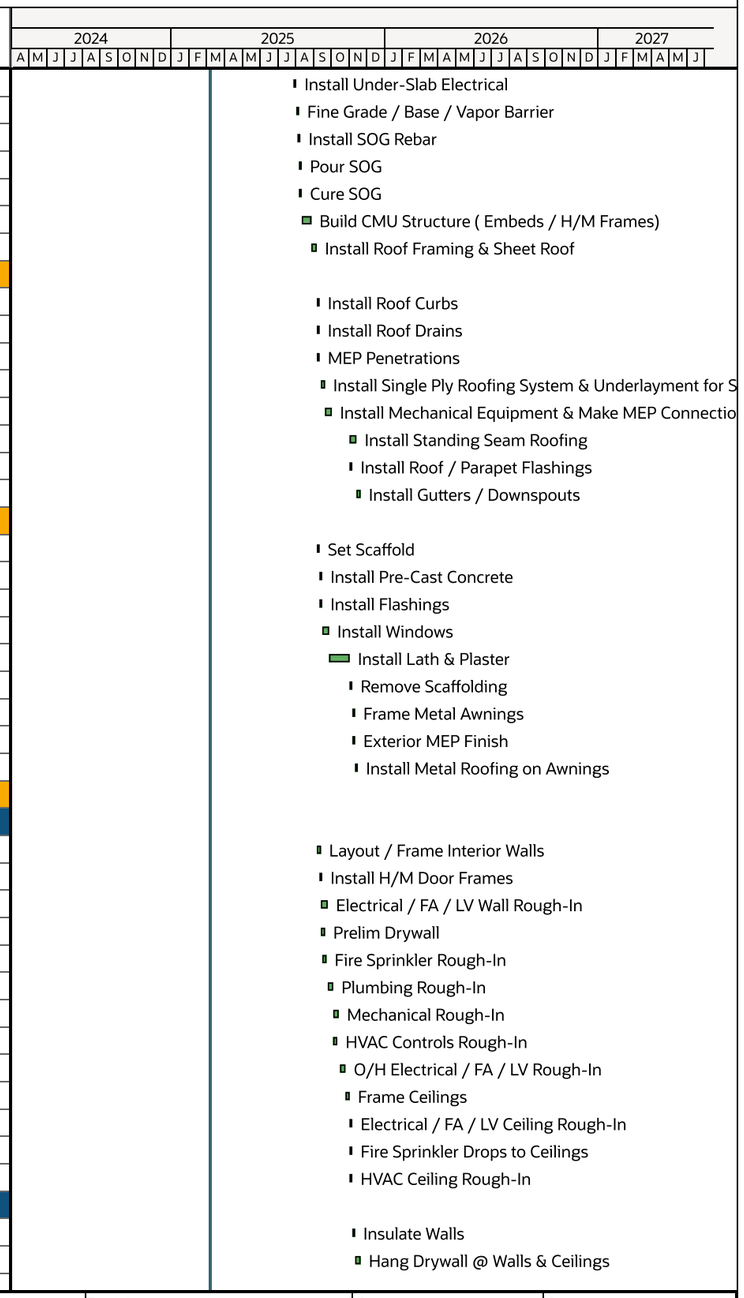


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Tilden-Coil CONSTRUCTORS
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ID	Name	Dur	Start	Finish	Calendar
BSF-1080	Install Under-Slab Electrical	3d	26-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1090	Fine Grade / Base / Vapor Barrier	2d	30-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1100	Install SOG Rebar	2d	01-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1110	Pour SOG	1d	04-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1120	Cure SOG	3d	05-Aug-25	07-Aug-25	7x8, no holidays - 7x8, no holidays
BSF-1130	Build CMU Structure (Embeds / H/M Frames)	15d	08-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1140	Install Roof Framing & Sheet Roof	7d	26-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	04-Sep-25	17-Nov-25	
BSF-1160	Install Roof Curbs	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1170	Install Roof Drains	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1150	MEP Penetrations	5d	04-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	10-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1190	Install Mechanical Equipment & Make MEP Connections	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1210	Install Standing Seam Roofing	10d	30-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1200	Install Roof / Parapet Flashings	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1220	Install Gutters / Downspouts	5d	12-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	04-Sep-25	14-Nov-25	
BSF-1230	Set Scaffold	3d	04-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1240	Install Pre-Cast Concrete	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1250	Install Flashings	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1260	Install Windows	10d	13-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1270	Install Lath & Plaster	30d	25-Sep-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1280	Remove Scaffolding	3d	30-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1300	Frame Metal Awnings	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1290	Exterior MEP Finish	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1310	Install Metal Roofing on Awnings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		132d	04-Sep-25	10-Feb-26	
Framing / MEP Rough-In		53d	04-Sep-25	04-Nov-25	
BSF-1320	Layout / Frame Interior Walls	7d	04-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1330	Install H/M Door Frames	3d	09-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1360	Electrical / FA / LV Wall Rough-In	10d	12-Sep-25	23-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1350	Prelim Drywall	5d	12-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1340	Fire Sprinkler Rough-In	7d	13-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1370	Plumbing Rough-In	10d	22-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1390	Mechanical Rough-In	8d	03-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1380	HVAC Controls Rough-In	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1400	O/H Electrical / FA / LV Rough-In	10d	13-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1410	Frame Ceilings	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1430	Electrical / FA / LV Ceiling Rough-In	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1420	Fire Sprinkler Drops to Ceilings	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1440	HVAC Ceiling Rough-In	5d	30-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	05-Nov-25	10-Feb-26	
BSF-1450	Insulate Walls	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1460	Hang Drywall @ Walls & Ceilings	8d	08-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

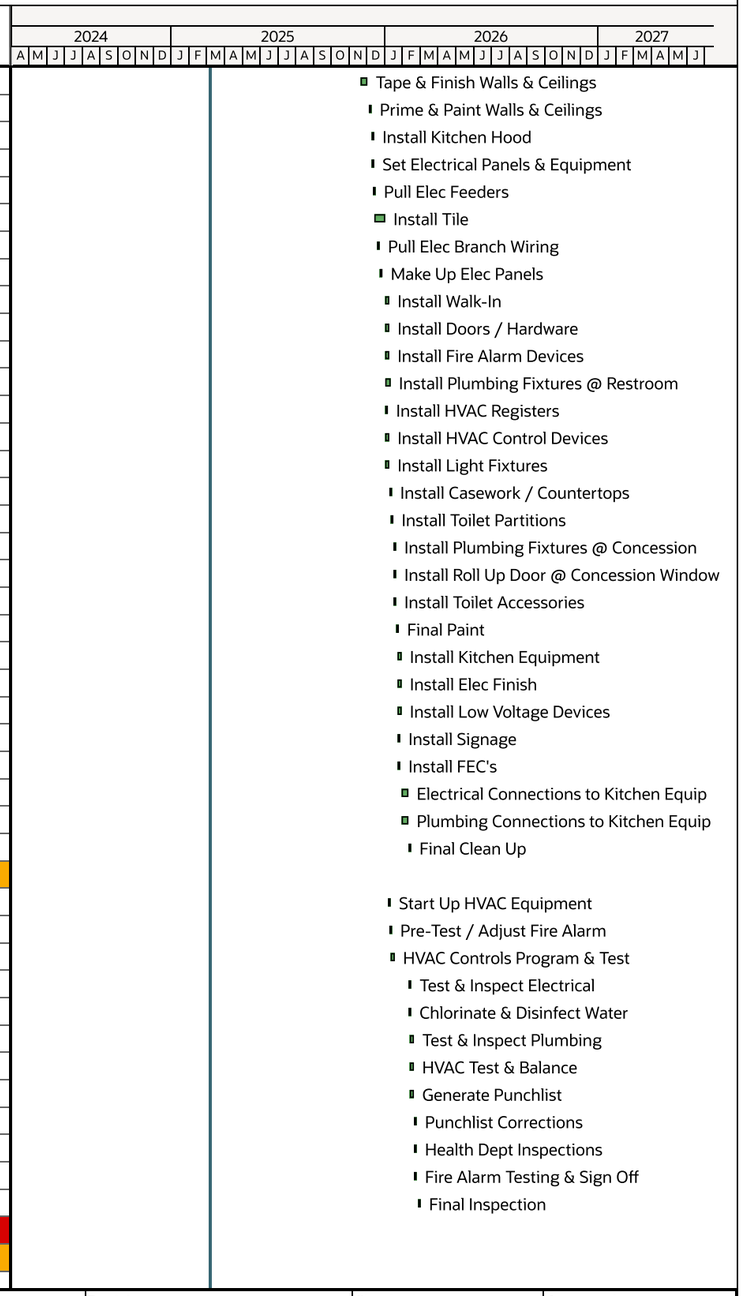


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BSF-1470	Tape & Finish Walls & Ceilings	8d	19-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1480	Prime & Paint Walls & Ceilings	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1490	Install Kitchen Hood	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1500	Set Electrical Panels & Equipment	2d	06-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1510	Pull Elec Feeders	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1520	Install Tile	15d	12-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1530	Pull Elec Branch Wiring	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1540	Make Up Elec Panels	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1550	Install Walk-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1590	Install Doors / Hardware	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1560	Install Fire Alarm Devices	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1610	Install Plumbing Fixtures @ Restroom	8d	31-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1580	Install HVAC Registers	3d	31-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1600	Install HVAC Control Devices	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1570	Install Light Fixtures	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1620	Install Casework / Countertops	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1630	Install Toilet Partitions	3d	10-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1640	Install Plumbing Fixtures @ Concession	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1650	Install Roll Up Door @ Concession Window	3d	13-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1660	Install Toilet Accessories	3d	14-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1670	Final Paint	3d	19-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1680	Install Kitchen Equipment	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1710	Install Elec Finish	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1720	Install Low Voltage Devices	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1690	Install Signage	2d	22-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1700	Install FEC's	2d	22-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1730	Electrical Connections to Kitchen Equip	10d	28-Jan-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1740	Plumbing Connections to Kitchen Equip	10d	28-Jan-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1750	Final Clean Up	2d	09-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	05-Jan-26	23-Feb-26	
BSF-1760	Start Up HVAC Equipment	5d	05-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1770	Pre-Test / Adjust Fire Alarm	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1780	HVAC Controls Program & Test	5d	10-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1790	Test & Inspect Electrical	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1800	Chlorinate & Disinfect Water	2d	09-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1830	Test & Inspect Plumbing	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1820	HVAC Test & Balance	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1810	Generate Punchlist	5d	11-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1850	Punchlist Corrections	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1840	Health Dept Inspections	2d	17-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1860	Fire Alarm Testing & Sign Off	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1870	Final Inspection	1d	23-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Soccer Plaza East)		167d	01-Jul-25	27-Feb-26	
Grade Bldg. Pad		6d	01-Jul-25	08-Jul-25	

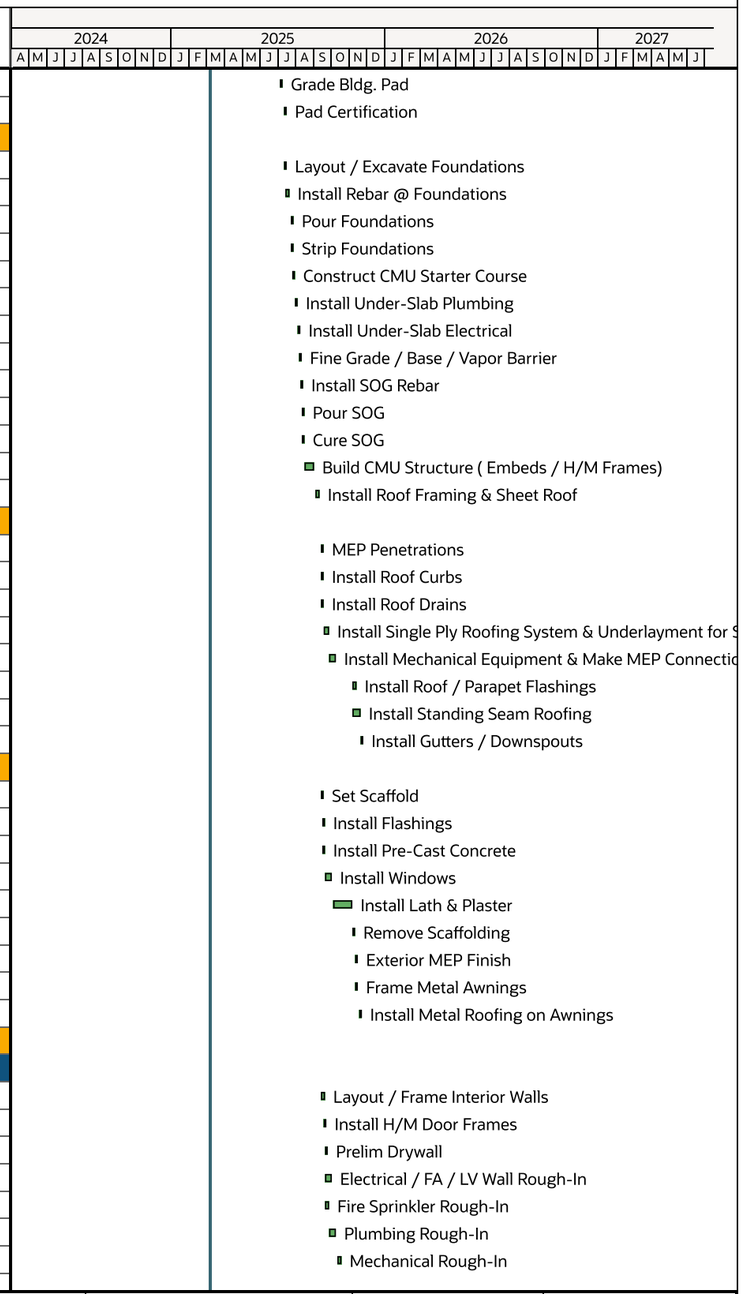


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-1880	Grade Bldg. Pad	5d	01-Jul-25	07-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1890	Pad Certification	1d	08-Jul-25	08-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		44d	09-Jul-25	09-Sep-25	
BSF-1900	Layout / Excavate Foundations	3d	09-Jul-25	11-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1910	Install Rebar @ Foundations	7d	12-Jul-25	19-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1920	Pour Foundations	1d	21-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1930	Strip Foundations	1d	22-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1940	Construct CMU Starter Course	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1950	Install Under-Slab Plumbing	3d	29-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1960	Install Under-Slab Electrical	3d	01-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1970	Fine Grade / Base / Vapor Barrier	2d	05-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1980	Install SOG Rebar	2d	07-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-1990	Pour SOG	1d	09-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2000	Cure SOG	3d	10-Aug-25	12-Aug-25	7x8, no holidays - 7x8, no holidays
BSF-2010	Build CMU Structure (Embeds / H/M Frames)	15d	14-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2020	Install Roof Framing & Sheet Roof	7d	02-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	10-Sep-25	22-Nov-25	
BSF-2030	MEP Penetrations	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2040	Install Roof Curbs	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2050	Install Roof Drains	5d	10-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2060	Install Single Ply Roofing System & Underlayment for SS Roof	8d	16-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2070	Install Mechanical Equipment & Make MEP Connections	10d	25-Sep-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2080	Install Roof / Parapet Flashings	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2090	Install Standing Seam Roofing	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2100	Install Gutters / Downspouts	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	10-Sep-25	20-Nov-25	
BSF-2110	Set Scaffold	3d	10-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2120	Install Flashings	5d	13-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2130	Install Pre-Cast Concrete	5d	13-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2140	Install Windows	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2150	Install Lath & Plaster	30d	01-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2160	Remove Scaffolding	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2170	Exterior MEP Finish	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2180	Frame Metal Awnings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2190	Install Metal Roofing on Awnings	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	10-Sep-25	14-Feb-26	
Framing / MEP Rough-In		52d	10-Sep-25	08-Nov-25	
BSF-2200	Layout / Frame Interior Walls	7d	10-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2210	Install H/M Door Frames	3d	15-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2220	Prelim Drywall	5d	18-Sep-25	23-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2230	Electrical / FA / LV Wall Rough-In	10d	18-Sep-25	29-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2240	Fire Sprinkler Rough-In	7d	18-Sep-25	25-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2250	Plumbing Rough-In	10d	26-Sep-25	07-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2260	Mechanical Rough-In	8d	08-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days



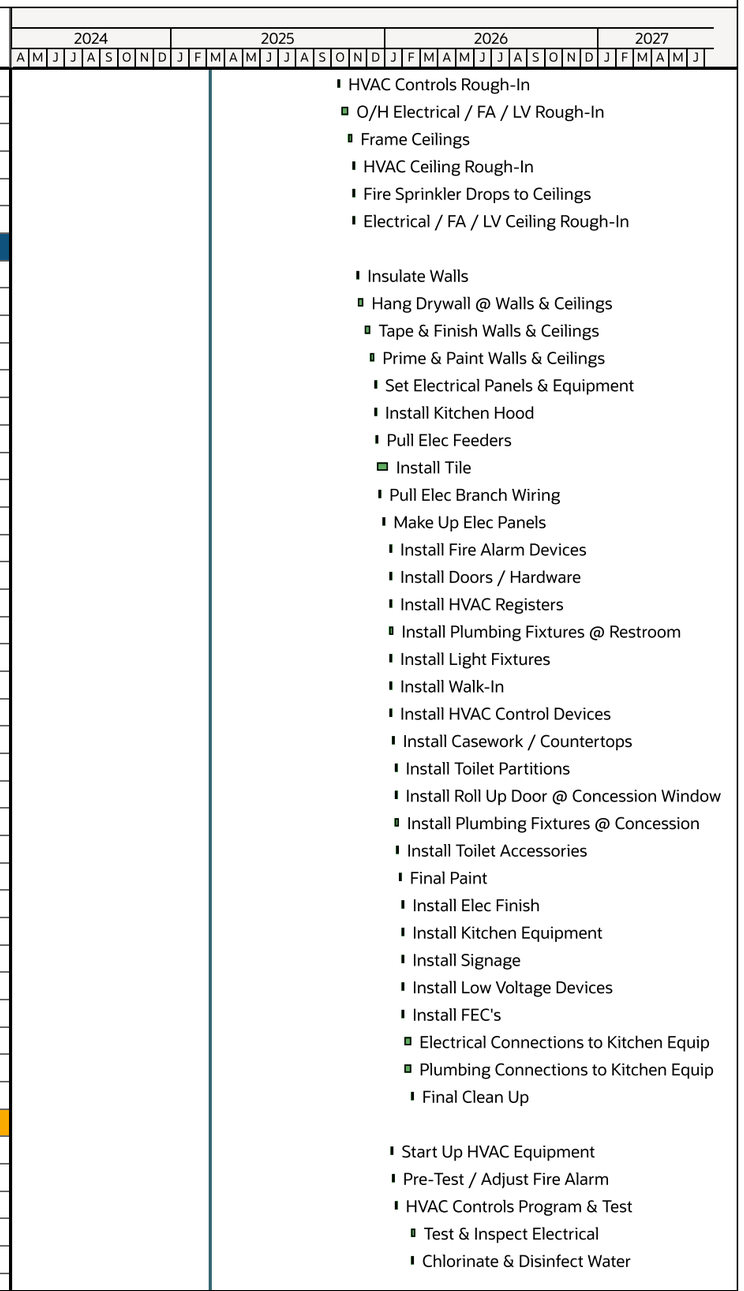
Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

1105

ID	Name	Dur	Start	Finish	Calendar
BSF-2270	HVAC Controls Rough-In	5d	08-Oct-25	13-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2280	O/H Electrical / FA / LV Rough-In	10d	17-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2290	Frame Ceilings	5d	29-Oct-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2300	HVAC Ceiling Rough-In	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2310	Fire Sprinkler Drops to Ceilings	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2320	Electrical / FA / LV Ceiling Rough-In	5d	04-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	10-Nov-25	14-Feb-26	
BSF-2330	Insulate Walls	3d	10-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2340	Hang Drywall @ Walls & Ceilings	8d	14-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2350	Tape & Finish Walls & Ceilings	8d	24-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2360	Prime & Paint Walls & Ceilings	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2370	Set Electrical Panels & Equipment	2d	11-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2380	Install Kitchen Hood	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2390	Pull Elec Feeders	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2400	Install Tile	15d	17-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2410	Pull Elec Branch Wiring	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2420	Make Up Elec Panels	5d	26-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2430	Install Fire Alarm Devices	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2440	Install Doors / Hardware	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2450	Install HVAC Registers	3d	06-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2460	Install Plumbing Fixtures @ Restroom	8d	06-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2470	Install Light Fixtures	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2480	Install Walk-In	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2490	Install HVAC Control Devices	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2500	Install Casework / Countertops	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2510	Install Toilet Partitions	3d	15-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2520	Install Roll Up Door @ Concession Window	3d	17-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2530	Install Plumbing Fixtures @ Concession	5d	17-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2540	Install Toilet Accessories	3d	19-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2550	Final Paint	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2560	Install Elec Finish	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2570	Install Kitchen Equipment	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2580	Install Signage	2d	27-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2590	Install Low Voltage Devices	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2600	Install FEC's	2d	27-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2610	Electrical Connections to Kitchen Equip	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2620	Plumbing Connections to Kitchen Equip	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2630	Final Clean Up	2d	13-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	09-Jan-26	27-Feb-26	
BSF-2640	Start Up HVAC Equipment	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2650	Pre-Test / Adjust Fire Alarm	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2660	HVAC Controls Program & Test	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2670	Test & Inspect Electrical	5d	13-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2680	Chlorinate & Disinfect Water	2d	13-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

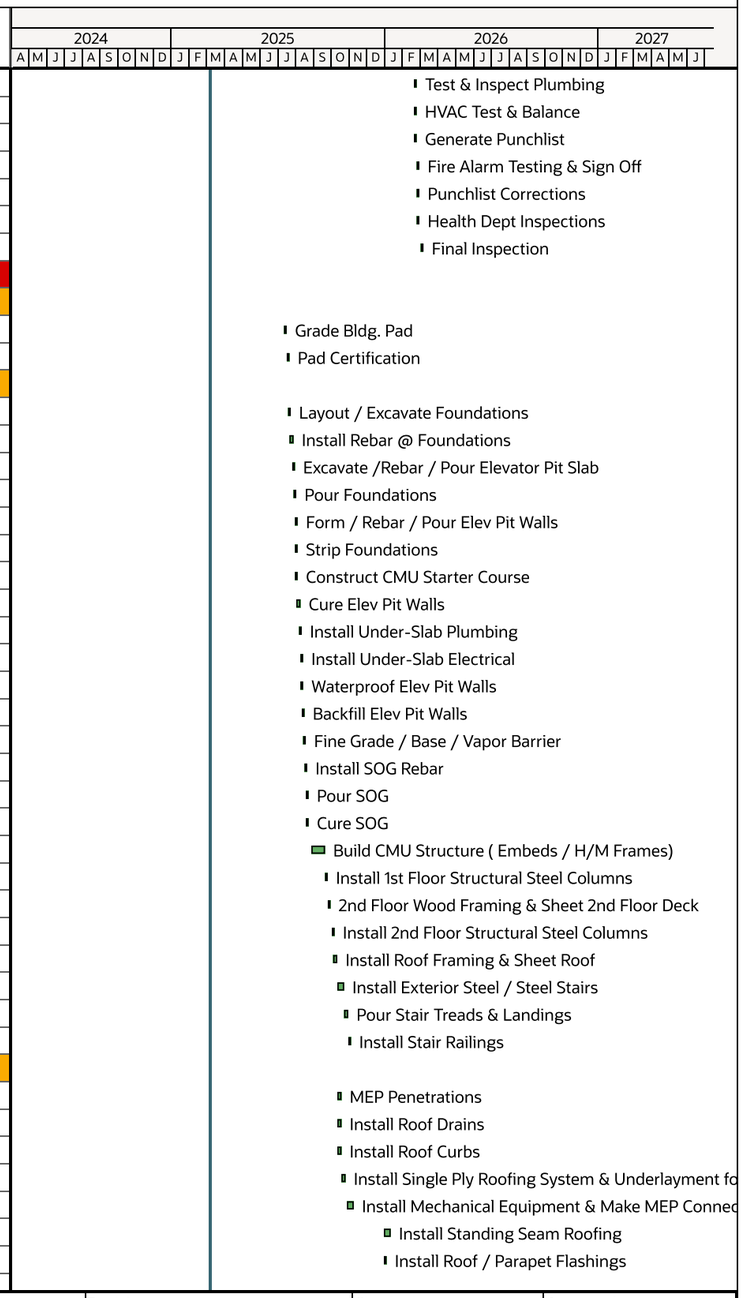


Current
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BSF-2690	Test & Inspect Plumbing	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2700	HVAC Test & Balance	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2710	Generate Punchlist	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2720	Fire Alarm Testing & Sign Off	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2730	Punchlist Corrections	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2740	Health Dept Inspections	2d	21-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BSF-2750	Final Inspection	1d	27-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. A Concession Bldg. (Soccer Plaza)		177d	08-Jul-25	19-Mar-26	
Grade Bldg. Pad		6d	08-Jul-25	14-Jul-25	
ASF-1000	Grade Bldg. Pad	5d	08-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1010	Pad Certification	1d	14-Jul-25	14-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		78d	15-Jul-25	01-Nov-25	
ASF-1020	Layout / Excavate Foundations	3d	15-Jul-25	17-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1030	Install Rebar @ Foundations	7d	18-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1040	Excavate /Rebar / Pour Elevator Pit Slab	3d	24-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1050	Pour Foundations	1d	26-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1060	Form / Rebar / Pour Elev Pit Walls	3d	28-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1070	Strip Foundations	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1080	Construct CMU Starter Course	5d	29-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1090	Cure Elev Pit Walls	7d	31-Jul-25	06-Aug-25	7x8, no holidays - 7x8, no holidays
ASF-1100	Install Under-Slab Plumbing	3d	04-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1110	Install Under-Slab Electrical	3d	07-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1120	Waterproof Elev Pit Walls	1d	07-Aug-25	07-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1130	Backfill Elev Pit Walls	1d	08-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1140	Fine Grade / Base / Vapor Barrier	2d	11-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1150	Install SOG Rebar	2d	13-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1160	Pour SOG	1d	15-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1170	Cure SOG	3d	16-Aug-25	18-Aug-25	7x8, no holidays - 7x8, no holidays
ASF-1180	Build CMU Structure (Embeds / H/M Frames)	20d	26-Aug-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1190	Install 1st Floor Structural Steel Columns	3d	19-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1200	2nd Floor Wood Framing & Sheet 2nd Floor Deck	5d	23-Sep-25	27-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1210	Install 2nd Floor Structural Steel Columns	3d	29-Sep-25	01-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1220	Install Roof Framing & Sheet Roof	7d	02-Oct-25	09-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1230	Install Exterior Steel / Steel Stairs	10d	10-Oct-25	21-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1240	Pour Stair Treads & Landings	5d	22-Oct-25	27-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1250	Install Stair Railings	5d	28-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		78d	10-Oct-25	14-Jan-26	
ASF-1260	MEP Penetrations	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1270	Install Roof Drains	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1280	Install Roof Curbs	5d	10-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1290	Install Single Ply Roofing System & Underlayment for SS Roof	8d	16-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1300	Install Mechanical Equipment & Make MEP Connections	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1310	Install Standing Seam Roofing	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1320	Install Roof / Parapet Flashings	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

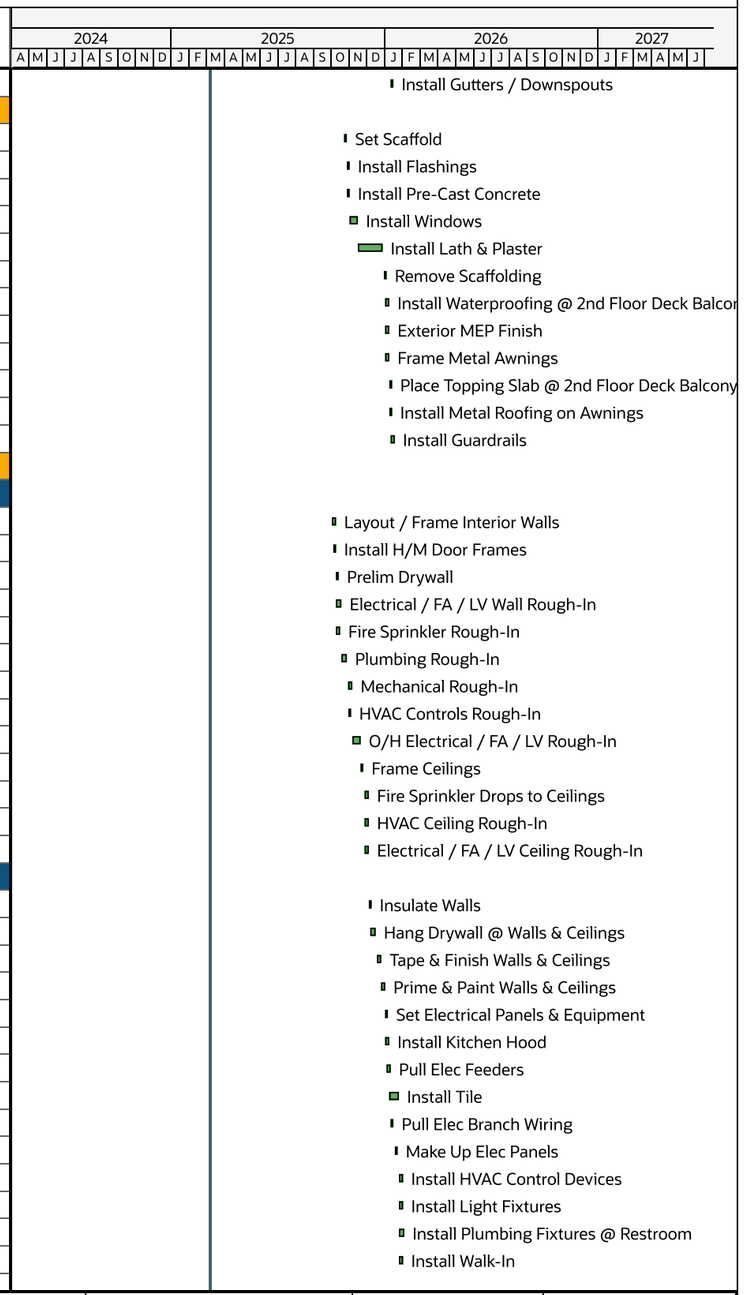


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-1330	Install Gutters / Downspouts	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		71d	22-Oct-25	17-Jan-26	
ASF-1340	Set Scaffold	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1350	Install Flashings	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1360	Install Pre-Cast Concrete	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1370	Install Windows	10d	31-Oct-25	12-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1380	Install Lath & Plaster	35d	13-Nov-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1390	Remove Scaffolding	3d	27-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1400	Install Waterproofing @ 2nd Floor Deck Balcony	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1410	Exterior MEP Finish	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1420	Frame Metal Awnings	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1430	Place Topping Slab @ 2nd Floor Deck Balcony	2d	07-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1440	Install Metal Roofing on Awnings	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1450	Install Guardrails	8d	09-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		131d	29-Sep-25	05-Mar-26	
Framing / MEP Rough-In		52d	29-Sep-25	01-Dec-25	
ASF-1460	Layout / Frame Interior Walls	7d	29-Sep-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1470	Install H/M Door Frames	3d	03-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1480	Prelim Drywall	5d	07-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1490	Electrical / FA / LV Wall Rough-In	10d	07-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1500	Fire Sprinkler Rough-In	7d	07-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1510	Plumbing Rough-In	10d	15-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1520	Mechanical Rough-In	8d	27-Oct-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1530	HVAC Controls Rough-In	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1540	O/H Electrical / FA / LV Rough-In	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1550	Frame Ceilings	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1560	Fire Sprinkler Drops to Ceilings	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1570	HVAC Ceiling Rough-In	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1580	Electrical / FA / LV Ceiling Rough-In	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	02-Dec-25	05-Mar-26	
ASF-1590	Insulate Walls	3d	02-Dec-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1600	Hang Drywall @ Walls & Ceilings	8d	05-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1610	Tape & Finish Walls & Ceilings	8d	15-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1620	Prime & Paint Walls & Ceilings	5d	24-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1630	Set Electrical Panels & Equipment	2d	31-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1640	Install Kitchen Hood	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1650	Pull Elec Feeders	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1660	Install Tile	15d	07-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1670	Pull Elec Branch Wiring	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1680	Make Up Elec Panels	5d	15-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1690	Install HVAC Control Devices	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1700	Install Light Fixtures	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1710	Install Plumbing Fixtures @ Restroom	8d	24-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1720	Install Walk-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

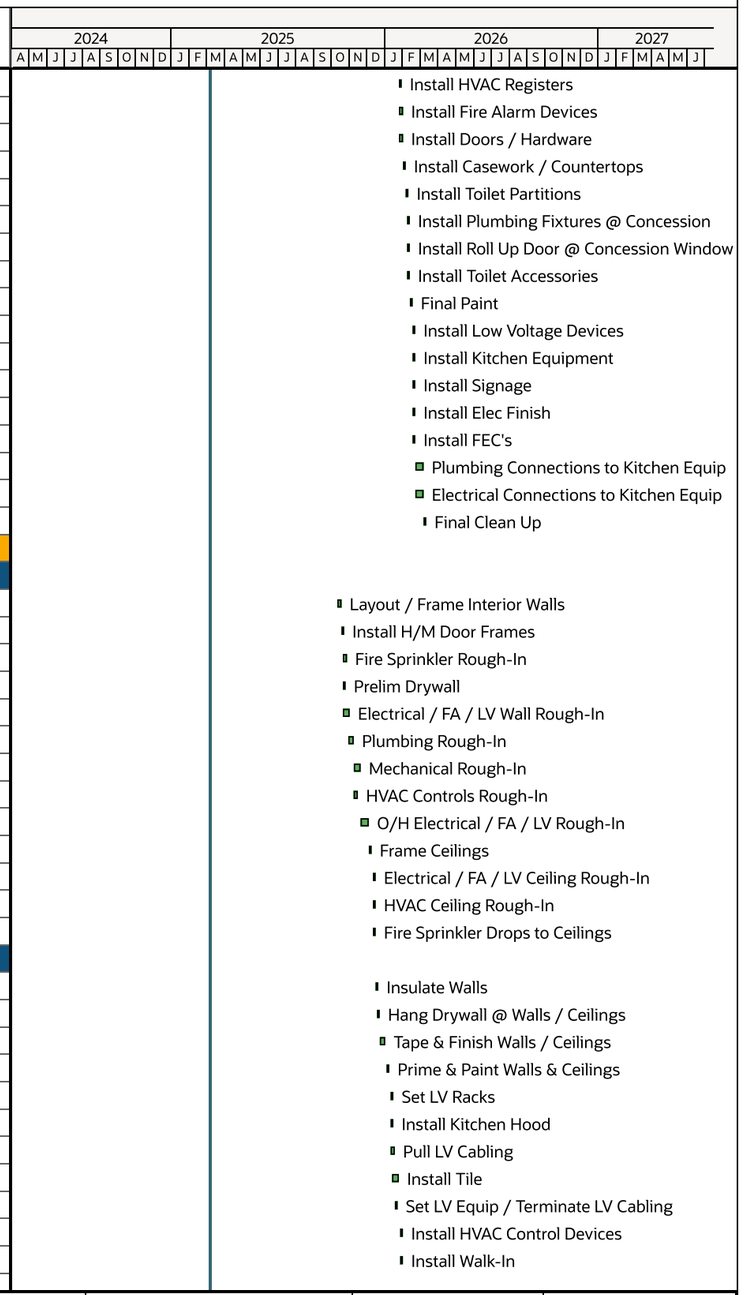


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-1730	Install HVAC Registers	3d	24-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1740	Install Fire Alarm Devices	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1750	Install Doors / Hardware	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1760	Install Casework / Countertops	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1770	Install Toilet Partitions	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1780	Install Plumbing Fixtures @ Concession	5d	05-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1790	Install Roll Up Door @ Concession Window	3d	05-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1800	Install Toilet Accessories	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1810	Final Paint	3d	11-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1820	Install Low Voltage Devices	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1830	Install Kitchen Equipment	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1840	Install Signage	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1850	Install Elec Finish	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1860	Install FEC's	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1870	Plumbing Connections to Kitchen Equip	10d	20-Feb-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1880	Electrical Connections to Kitchen Equip	10d	20-Feb-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1890	Final Clean Up	2d	04-Mar-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
2nd Floor Interior		122d	10-Oct-25	06-Mar-26	
Framing / MEP Rough-In		52d	10-Oct-25	12-Dec-25	
ASF-1900	Layout / Frame Interior Walls	7d	10-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1910	Install H/M Door Frames	3d	15-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1920	Fire Sprinkler Rough-In	7d	18-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1930	Prelim Drywall	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1940	Electrical / FA / LV Wall Rough-In	10d	18-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1950	Plumbing Rough-In	10d	27-Oct-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1960	Mechanical Rough-In	8d	07-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1970	HVAC Controls Rough-In	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1980	O/H Electrical / FA / LV Rough-In	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-1990	Frame Ceilings	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2000	Electrical / FA / LV Ceiling Rough-In	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2010	HVAC Ceiling Rough-In	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2020	Fire Sprinkler Drops to Ceilings	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		70d	13-Dec-25	06-Mar-26	
ASF-2030	Insulate Walls	2d	13-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2040	Hang Drywall @ Walls / Ceilings	5d	16-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2050	Tape & Finish Walls / Ceilings	8d	22-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2060	Prime & Paint Walls & Ceilings	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2070	Set LV Racks	2d	08-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2080	Install Kitchen Hood	3d	08-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2090	Pull LV Cabling	5d	10-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2100	Install Tile	12d	12-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2110	Set LV Equip / Terminate LV Cabling	5d	16-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2120	Install HVAC Control Devices	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2130	Install Walk-In	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days

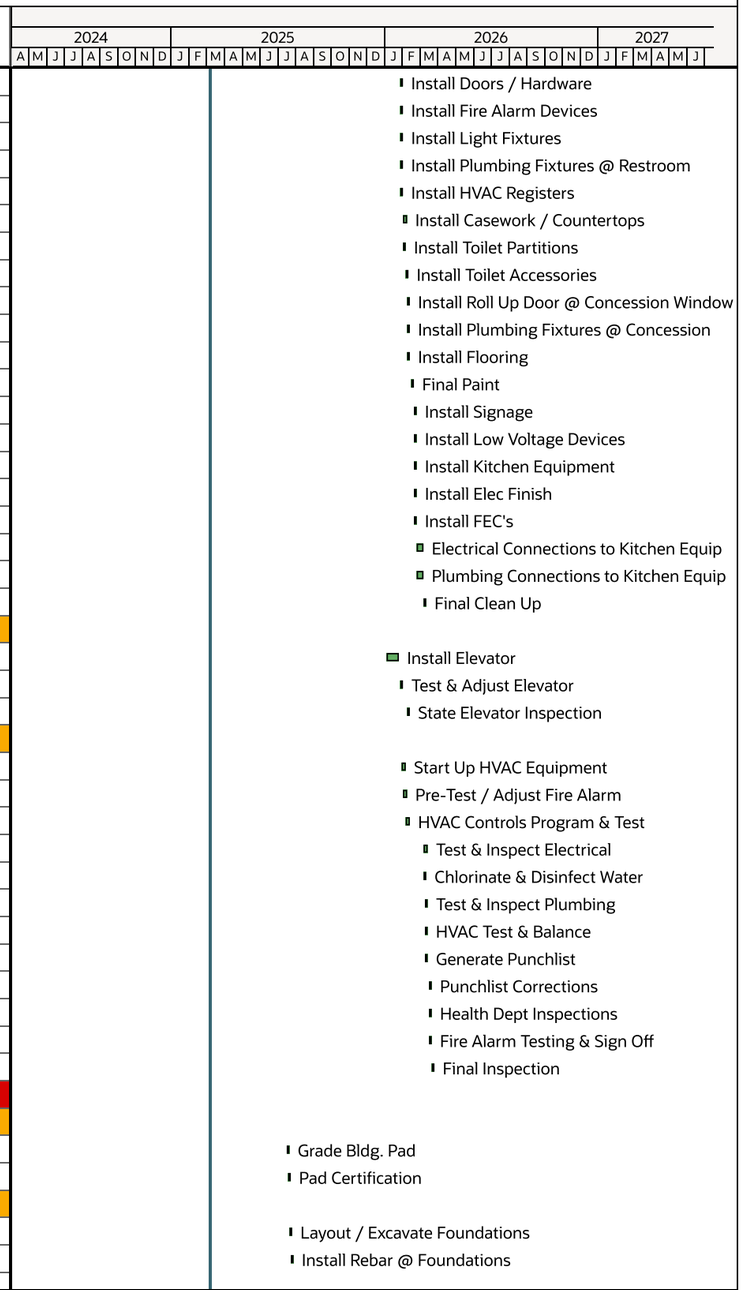


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ASF-2150	Install Doors / Hardware	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2140	Install Fire Alarm Devices	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2160	Install Light Fixtures	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2170	Install Plumbing Fixtures @ Restroom	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2180	Install HVAC Registers	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2190	Install Casework / Countertops	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2200	Install Toilet Partitions	3d	31-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2210	Install Toilet Accessories	3d	04-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2220	Install Roll Up Door @ Concession Window	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2230	Install Plumbing Fixtures @ Concession	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2240	Install Flooring	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2250	Final Paint	3d	12-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2260	Install Signage	3d	16-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2270	Install Low Voltage Devices	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2280	Install Kitchen Equipment	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2290	Install Elec Finish	5d	16-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2300	Install FEC's	2d	16-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2310	Electrical Connections to Kitchen Equip	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2320	Plumbing Connections to Kitchen Equip	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2330	Final Clean Up	2d	05-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Elevator		35d	02-Jan-26	11-Feb-26	
ASF-2340	Install Elevator	20d	02-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2350	Test & Adjust Elevator	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2360	State Elevator Inspection	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	29-Jan-26	19-Mar-26	
ASF-2370	Start Up HVAC Equipment	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2380	Pre-Test / Adjust Fire Alarm	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2390	HVAC Controls Program & Test	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2410	Test & Inspect Electrical	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2400	Chlorinate & Disinfect Water	2d	05-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2420	Test & Inspect Plumbing	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2430	HVAC Test & Balance	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2440	Generate Punchlist	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2450	Punchlist Corrections	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2460	Health Dept Inspections	2d	13-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2470	Fire Alarm Testing & Sign Off	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ASF-2480	Final Inspection	1d	19-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Small Maint. Building		98d	14-Jul-25	02-Dec-25	
Grade Bldg. Pad		4d	14-Jul-25	17-Jul-25	
SM-1000	Grade Bldg. Pad	3d	14-Jul-25	16-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1010	Pad Certification	1d	17-Jul-25	17-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		52d	18-Jul-25	30-Sep-25	
SM-1020	Layout / Excavate Foundations	3d	18-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1030	Install Rebar @ Foundations	5d	22-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

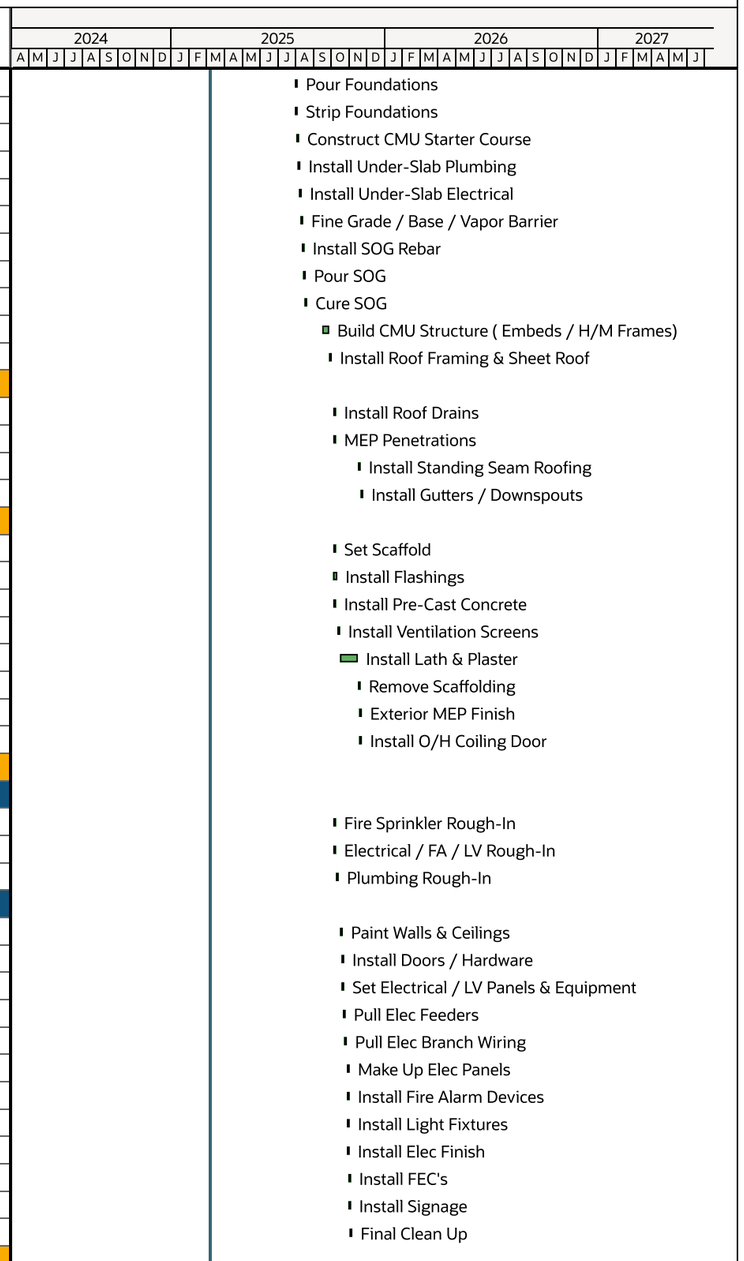


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
SM-1040	Pour Foundations	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1050	Strip Foundations	1d	29-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1060	Construct CMU Starter Course	3d	30-Jul-25	01-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1070	Install Under-Slab Plumbing	2d	02-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1080	Install Under-Slab Electrical	2d	05-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1090	Fine Grade / Base / Vapor Barrier	2d	07-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1100	Install SOG Rebar	2d	09-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1110	Pour SOG	1d	12-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1120	Cure SOG	3d	13-Aug-25	15-Aug-25	7x8, no holidays - 7x8, no holidays
SM-1130	Build CMU Structure (Embeds / H/M Frames)	10d	13-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1140	Install Roof Framing & Sheet Roof	5d	25-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		43d	01-Oct-25	20-Nov-25	
SM-1150	Install Roof Drains	3d	01-Oct-25	03-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1160	MEP Penetrations	3d	01-Oct-25	03-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1170	Install Standing Seam Roofing	5d	13-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1180	Install Gutters / Downspouts	2d	19-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		43d	01-Oct-25	20-Nov-25	
SM-1190	Set Scaffold	2d	01-Oct-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1200	Install Flashings	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1210	Install Pre-Cast Concrete	3d	03-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1220	Install Ventilation Screens	4d	09-Oct-25	13-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1230	Install Lath & Plaster	25d	14-Oct-25	12-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1240	Remove Scaffolding	2d	13-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1250	Exterior MEP Finish	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1260	Install O/H Coiling Door	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		28d	01-Oct-25	01-Nov-25	
Framing / MEP Rough-In		10d	01-Oct-25	11-Oct-25	
SM-1270	Fire Sprinkler Rough-In	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1280	Electrical / FA / LV Rough-In	5d	01-Oct-25	06-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1290	Plumbing Rough-In	5d	07-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		18d	13-Oct-25	01-Nov-25	
SM-1300	Paint Walls & Ceilings	3d	13-Oct-25	15-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1310	Install Doors / Hardware	3d	16-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1330	Set Electrical / LV Panels & Equipment	2d	16-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1340	Pull Elec Feeders	3d	18-Oct-25	21-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1350	Pull Elec Branch Wiring	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1360	Make Up Elec Panels	4d	25-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1320	Install Fire Alarm Devices	3d	25-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1370	Install Light Fixtures	3d	25-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1380	Install Elec Finish	2d	25-Oct-25	27-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1390	Install FEC's	2d	29-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1400	Install Signage	2d	29-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1410	Final Clean Up	2d	31-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		26d	30-Oct-25	02-Dec-25	



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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

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ID	Name	Dur	Start	Finish	Calendar
SM-1420	Fire Alarm Testing & Sign Off	2d	30-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1430	Generate Punchlist	2d	21-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1440	Test & Inspect Electrical	2d	21-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1450	Punchlist Corrections	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
SM-1460	Final Inspection	1d	02-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Areas		128d	18-Nov-25	20-Apr-26	
Plaza Between Soccer Fields 9,10,5,6		108d	18-Nov-25	27-Mar-26	
PLZS-1000	Excavate / Rebar / Pour Retaining Wall Footings	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1010	Construct Retaining Walls	7d	24-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1020	Install Drainage / Backfill Retaining Walls	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1030	Site Grading	2d	31-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1040	Irrigation Sleeves / Mains	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1050	Install U/G Electrical for Site Lights	5d	03-Jan-26	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1060	Construct Seat Walls	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1070	Place Light Pole Foundations	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1080	Fine Grade for Paving	3d	06-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1090	Concrete Paving / Bands	10d	10-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1100	Install Pavers	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1110	Install Site Lighting	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1120	Install Irrigation / Landscaping	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1130	Generate Punch List / WTC List	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1140	Punch List Complete	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 11,12,7,8		113d	24-Nov-25	08-Apr-26	
PLZS-1150	Excavate / Rebar / Pour Retaining Wall Footings	5d	24-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1160	Construct Retaining Walls	7d	02-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1170	Install Drainage / Backfill Retaining Walls	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1180	Site Grading	3d	03-Jan-26	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1190	Install U/G Electrical for Site Lights	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1200	Irrigation Sleeves / Mains	5d	07-Jan-26	12-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1210	Place Light Pole Foundations	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1220	Construct Seat Walls	5d	13-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1230	Fine Grade	3d	18-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1240	Concrete Paving / Bands	10d	21-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1250	Install Pavers	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1260	Install Site Lighting	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1270	Install Irrigation / Landscaping	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1280	Generate Punch List / WTC List	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1290	Punch List Complete	5d	03-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 6,7,2,3		75d	23-Jan-26	20-Apr-26	
PLZS-1300	Site Grading	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1310	Install U/G Electrical for Site Lights	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1320	Irrigation Sleeves / Mains	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1330	Place Light Pole Foundations	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1340	Construct Seat Walls	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

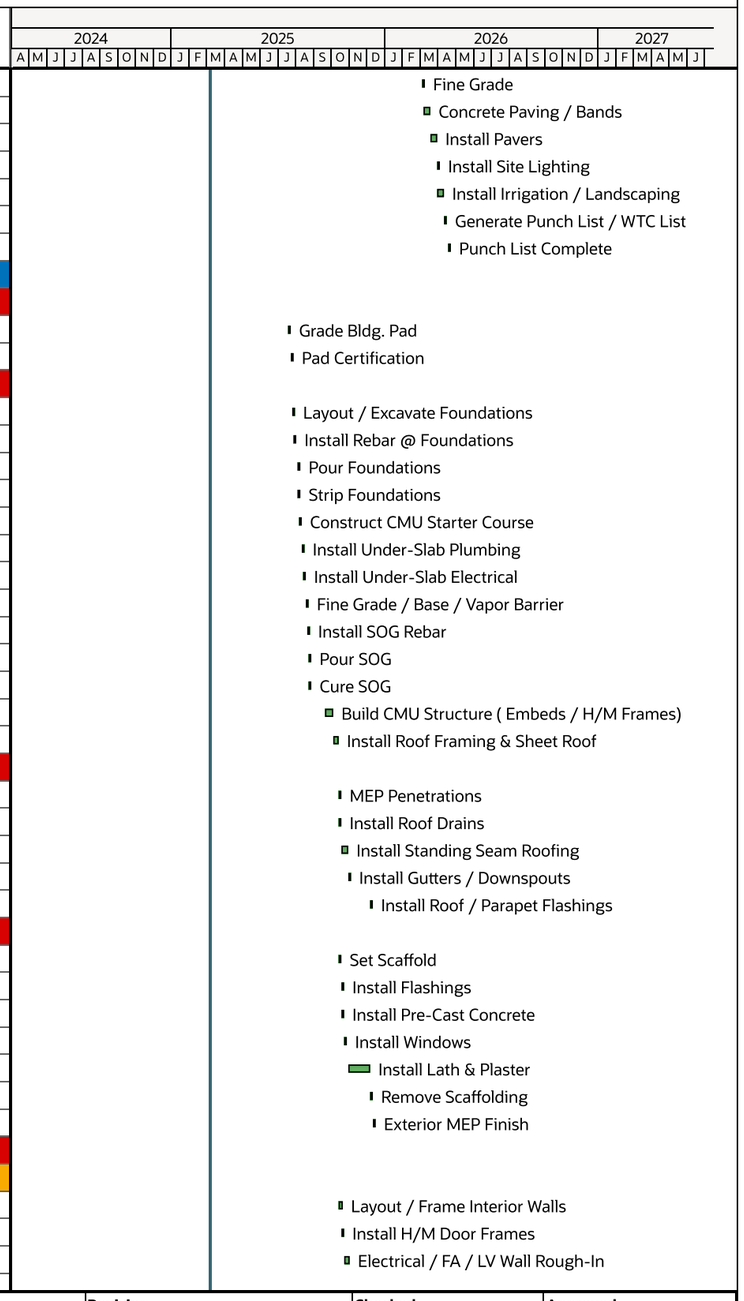


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLZS-1350	Fine Grade	3d	02-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1360	Concrete Paving / Bands	10d	05-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1370	Install Pavers	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1380	Install Site Lighting	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1390	Install Irrigation / Landscaping	10d	28-Mar-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1400	Generate Punch List / WTC List	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZS-1410	Punch List Complete	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Restroom Building		168d	17-Jul-25	17-Mar-26	
Grade Bldg. Pad		5d	17-Jul-25	22-Jul-25	
RR-1000	Grade Bldg. Pad	4d	17-Jul-25	21-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1010	Pad Certification	1d	22-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		57d	23-Jul-25	10-Oct-25	
RR-1020	Layout / Excavate Foundations	3d	23-Jul-25	25-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1030	Install Rebar @ Foundations	5d	26-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1040	Pour Foundations	1d	01-Aug-25	01-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1050	Strip Foundations	1d	02-Aug-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1060	Construct CMU Starter Course	4d	04-Aug-25	07-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1070	Install Under-Slab Plumbing	3d	08-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1080	Install Under-Slab Electrical	3d	12-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1090	Fine Grade / Base / Vapor Barrier	2d	15-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1100	Install SOG Rebar	2d	18-Aug-25	19-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1110	Pour SOG	1d	20-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1120	Cure SOG	3d	21-Aug-25	23-Aug-25	7x8, no holidays - 7x8, no holidays
RR-1130	Build CMU Structure (Embeds / H/M Frames)	12d	19-Sep-25	02-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1140	Install Roof Framing & Sheet Roof	7d	03-Oct-25	10-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		48d	11-Oct-25	09-Dec-25	
RR-1150	MEP Penetrations	5d	11-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1160	Install Roof Drains	5d	11-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1170	Install Standing Seam Roofing	10d	17-Oct-25	28-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1180	Install Gutters / Downspouts	3d	29-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1190	Install Roof / Parapet Flashings	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		51d	11-Oct-25	12-Dec-25	
RR-1200	Set Scaffold	3d	11-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1210	Install Flashings	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1220	Install Pre-Cast Concrete	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1230	Install Windows	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1240	Install Lath & Plaster	30d	27-Oct-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1250	Remove Scaffolding	3d	04-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1260	Exterior MEP Finish	5d	08-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		119d	11-Oct-25	04-Mar-26	
Framing / MEP Rough-In		50d	11-Oct-25	11-Dec-25	
RR-1270	Layout / Frame Interior Walls	7d	11-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1280	Install H/M Door Frames	3d	16-Oct-25	18-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1290	Electrical / FA / LV Wall Rough-In	10d	20-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days

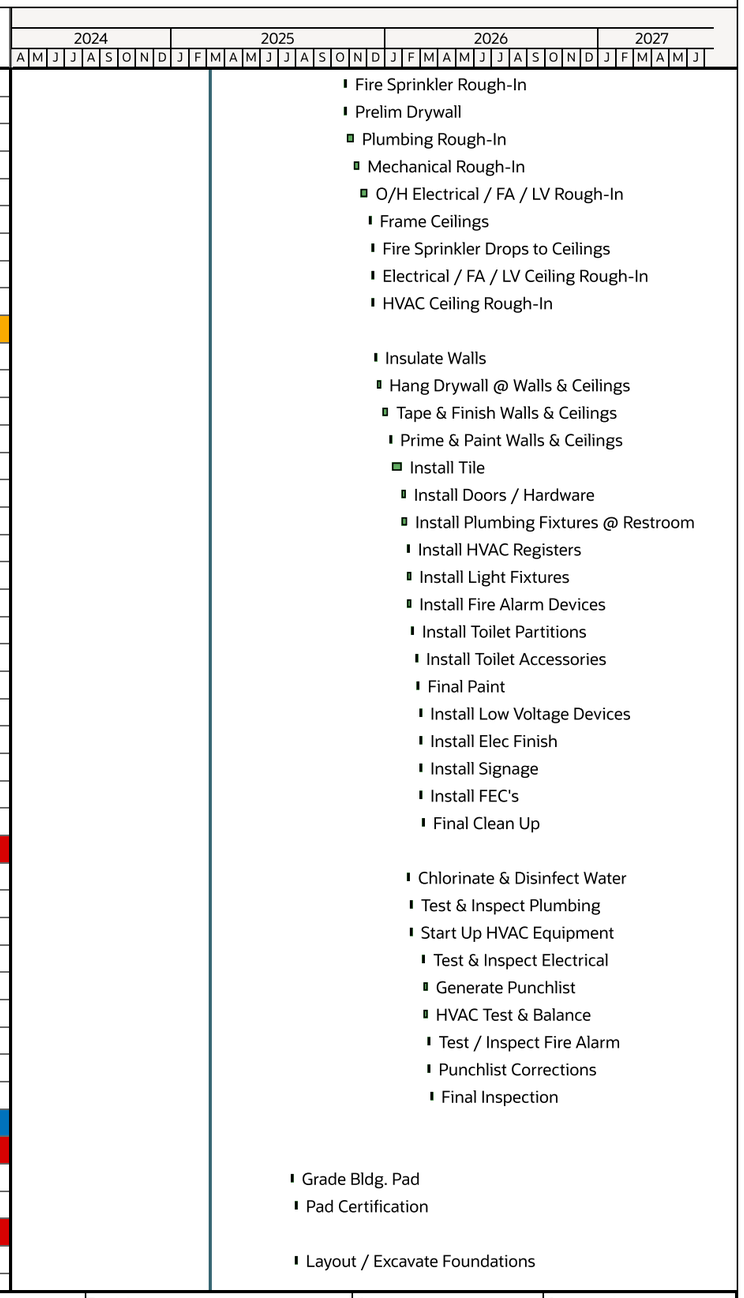


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
RR-1300	Fire Sprinkler Rough-In	5d	20-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1310	Prelim Drywall	5d	20-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1320	Plumbing Rough-In	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1330	Mechanical Rough-In	8d	06-Nov-25	15-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1340	O/H Electrical / FA / LV Rough-In	10d	17-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1350	Frame Ceilings	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1360	Fire Sprinkler Drops to Ceilings	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1370	Electrical / FA / LV Ceiling Rough-In	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1380	HVAC Ceiling Rough-In	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		69d	12-Dec-25	04-Mar-26	
RR-1390	Insulate Walls	3d	12-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1400	Hang Drywall @ Walls & Ceilings	8d	16-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1410	Tape & Finish Walls & Ceilings	8d	26-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1420	Prime & Paint Walls & Ceilings	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1430	Install Tile	15d	12-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1440	Install Doors / Hardware	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1450	Install Plumbing Fixtures @ Restroom	8d	29-Jan-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1460	Install HVAC Registers	3d	07-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1470	Install Light Fixtures	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1480	Install Fire Alarm Devices	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1490	Install Toilet Partitions	4d	13-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1500	Install Toilet Accessories	3d	18-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1510	Final Paint	3d	21-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1520	Install Low Voltage Devices	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1530	Install Elec Finish	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1540	Install Signage	2d	25-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1550	Install FEC's	2d	25-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1560	Final Clean Up	2d	03-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		33d	07-Feb-26	17-Mar-26	
RR-1570	Chlorinate & Disinfect Water	2d	07-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1580	Test & Inspect Plumbing	5d	10-Feb-26	14-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1590	Start Up HVAC Equipment	3d	11-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1600	Test & Inspect Electrical	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1610	Generate Punchlist	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1620	HVAC Test & Balance	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1640	Test / Inspect Fire Alarm	3d	11-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1630	Punchlist Corrections	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
RR-1650	Final Inspection	1d	17-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Green Room / IT / Security Building		188d	22-Jul-25	18-Apr-26	
Grade Bldg. Pad		6d	22-Jul-25	28-Jul-25	
IT-1000	Grade Bldg. Pad	5d	22-Jul-25	26-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1010	Pad Certification	1d	28-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		57d	29-Jul-25	16-Oct-25	
IT-1020	Layout / Excavate Foundations	3d	29-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

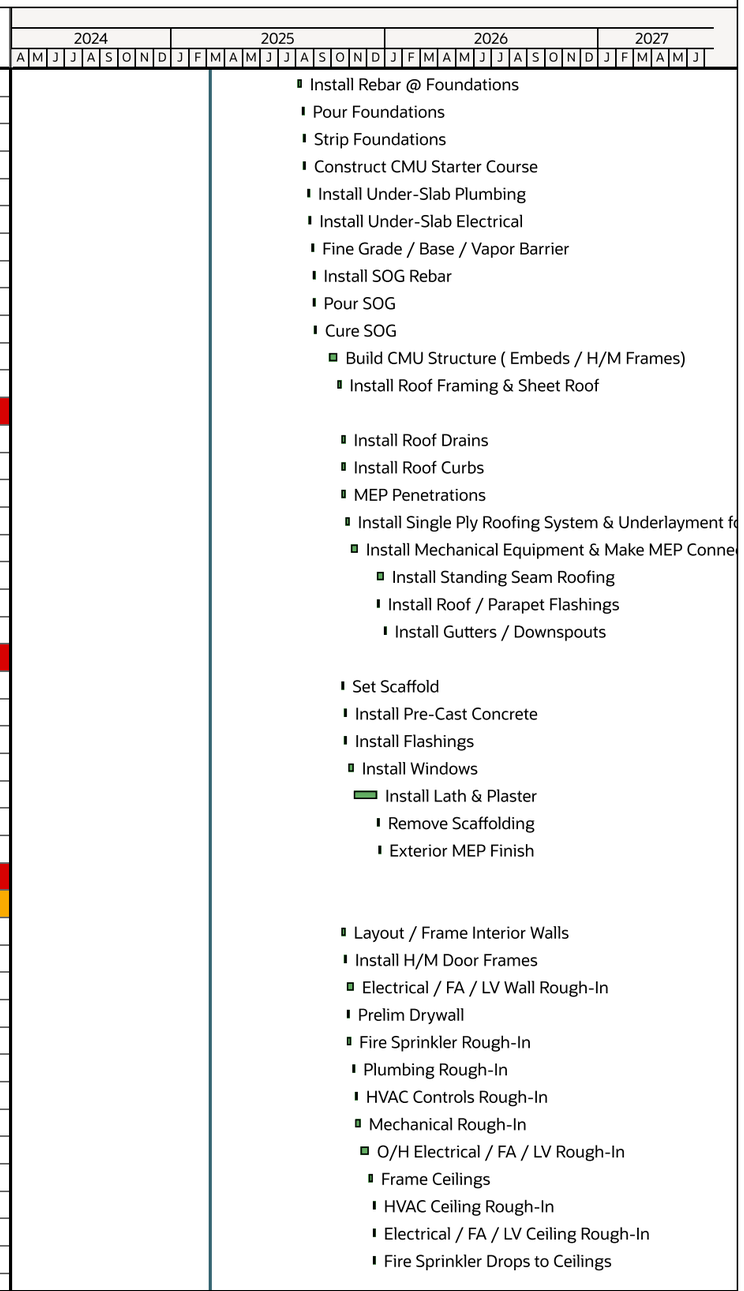


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
IT-1030	Install Rebar @ Foundations	7d	01-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1040	Pour Foundations	1d	09-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1050	Strip Foundations	1d	11-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1060	Construct CMU Starter Course	5d	12-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1070	Install Under-Slab Plumbing	3d	18-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1080	Install Under-Slab Electrical	3d	21-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1090	Fine Grade / Base / Vapor Barrier	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1100	Install SOG Rebar	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1110	Pour SOG	1d	29-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1120	Cure SOG	3d	30-Aug-25	01-Sep-25	7x8, no holidays - 7x8, no holidays
IT-1130	Build CMU Structure (Embeds / H/M Frames)	12d	25-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1140	Install Roof Framing & Sheet Roof	7d	09-Oct-25	16-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		61d	17-Oct-25	31-Dec-25	
IT-1150	Install Roof Drains	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1160	Install Roof Curbs	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1170	MEP Penetrations	5d	17-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	23-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1190	Install Mechanical Equipment & Make MEP Connections	10d	01-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1200	Install Standing Seam Roofing	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1210	Install Roof / Parapet Flashings	5d	16-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1220	Install Gutters / Downspouts	3d	29-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		56d	17-Oct-25	24-Dec-25	
IT-1230	Set Scaffold	3d	17-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1240	Install Pre-Cast Concrete	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1250	Install Flashings	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1260	Install Windows	10d	27-Oct-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1270	Install Lath & Plaster	30d	07-Nov-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1280	Remove Scaffolding	3d	16-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1290	Exterior MEP Finish	5d	19-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		147d	17-Oct-25	11-Apr-26	
Framing / MEP Rough-In		47d	17-Oct-25	13-Dec-25	
IT-1300	Layout / Frame Interior Walls	7d	17-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1310	Install H/M Door Frames	3d	22-Oct-25	24-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1320	Electrical / FA / LV Wall Rough-In	10d	25-Oct-25	05-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1330	Prelim Drywall	5d	25-Oct-25	30-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1340	Fire Sprinkler Rough-In	7d	25-Oct-25	01-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1350	Plumbing Rough-In	5d	03-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1360	HVAC Controls Rough-In	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1370	Mechanical Rough-In	8d	08-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1380	O/H Electrical / FA / LV Rough-In	10d	19-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1390	Frame Ceilings	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1400	HVAC Ceiling Rough-In	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1410	Electrical / FA / LV Ceiling Rough-In	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1420	Fire Sprinkler Drops to Ceilings	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

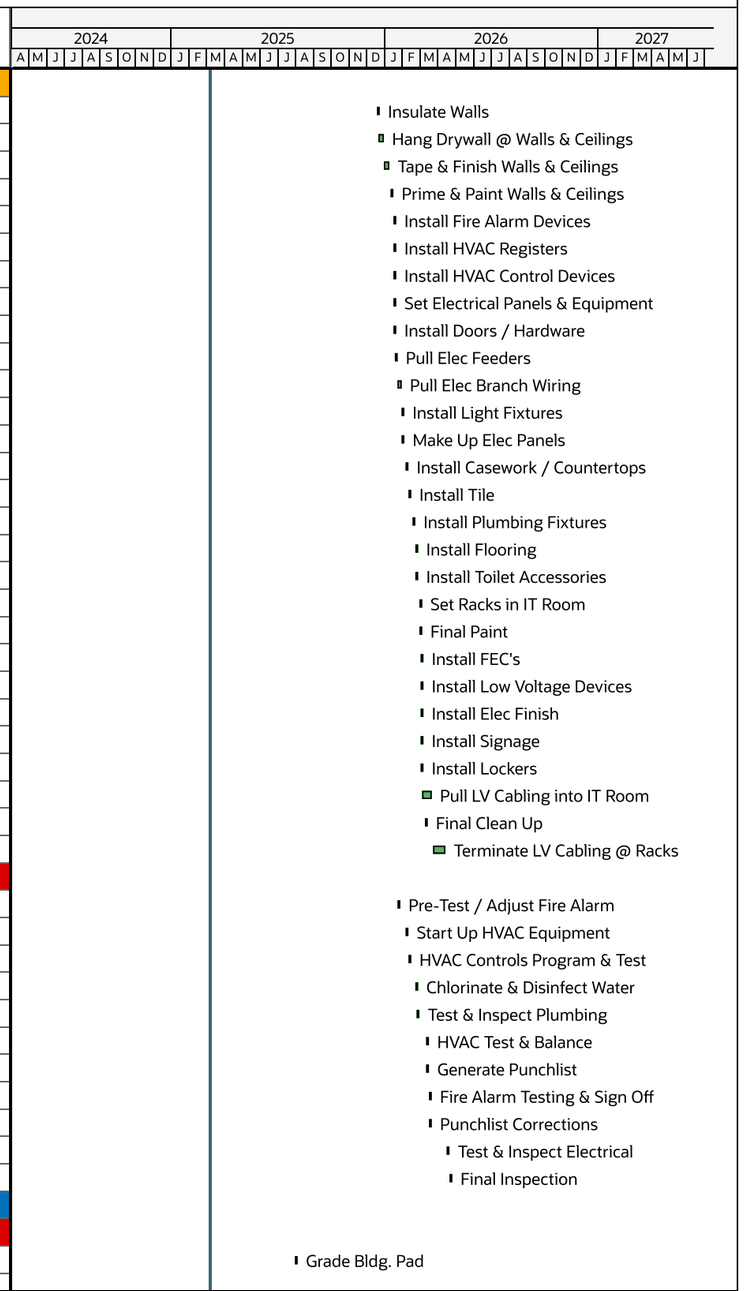


Current
Progress
Critical
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Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
General Finishes		100d	15-Dec-25	11-Apr-26	
IT-1430	Insulate Walls	3d	15-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1440	Hang Drywall @ Walls & Ceilings	8d	18-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1450	Tape & Finish Walls & Ceilings	8d	29-Dec-25	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1460	Prime & Paint Walls & Ceilings	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1470	Install Fire Alarm Devices	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1480	Install HVAC Registers	3d	14-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1490	Install HVAC Control Devices	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1500	Set Electrical Panels & Equipment	2d	14-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1510	Install Doors / Hardware	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1520	Pull Elec Feeders	5d	16-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1530	Pull Elec Branch Wiring	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1540	Install Light Fixtures	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1550	Make Up Elec Panels	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1560	Install Casework / Countertops	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1570	Install Tile	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1580	Install Plumbing Fixtures	4d	14-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1590	Install Flooring	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1600	Install Toilet Accessories	2d	19-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1610	Set Racks in IT Room	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1620	Final Paint	3d	25-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1630	Install FEC's	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1640	Install Low Voltage Devices	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1650	Install Elec Finish	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1660	Install Signage	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1670	Install Lockers	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1680	Pull LV Cabling into IT Room	15d	03-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1690	Final Clean Up	2d	06-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1700	Terminate LV Cabling @ Racks	20d	20-Mar-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		77d	20-Jan-26	18-Apr-26	
IT-1710	Pre-Test / Adjust Fire Alarm	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1720	Start Up HVAC Equipment	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1730	HVAC Controls Program & Test	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1740	Chlorinate & Disinfect Water	2d	19-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1750	Test & Inspect Plumbing	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1760	HVAC Test & Balance	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1770	Generate Punchlist	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1780	Fire Alarm Testing & Sign Off	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1790	Punchlist Corrections	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1800	Test & Inspect Electrical	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
IT-1810	Final Inspection	1d	18-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Ticket Booths		104d	28-Jul-25	24-Dec-25	
Grade Bldg. Pad		4d	28-Jul-25	31-Jul-25	
TB-1000	Grade Bldg. Pad	3d	28-Jul-25	30-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days

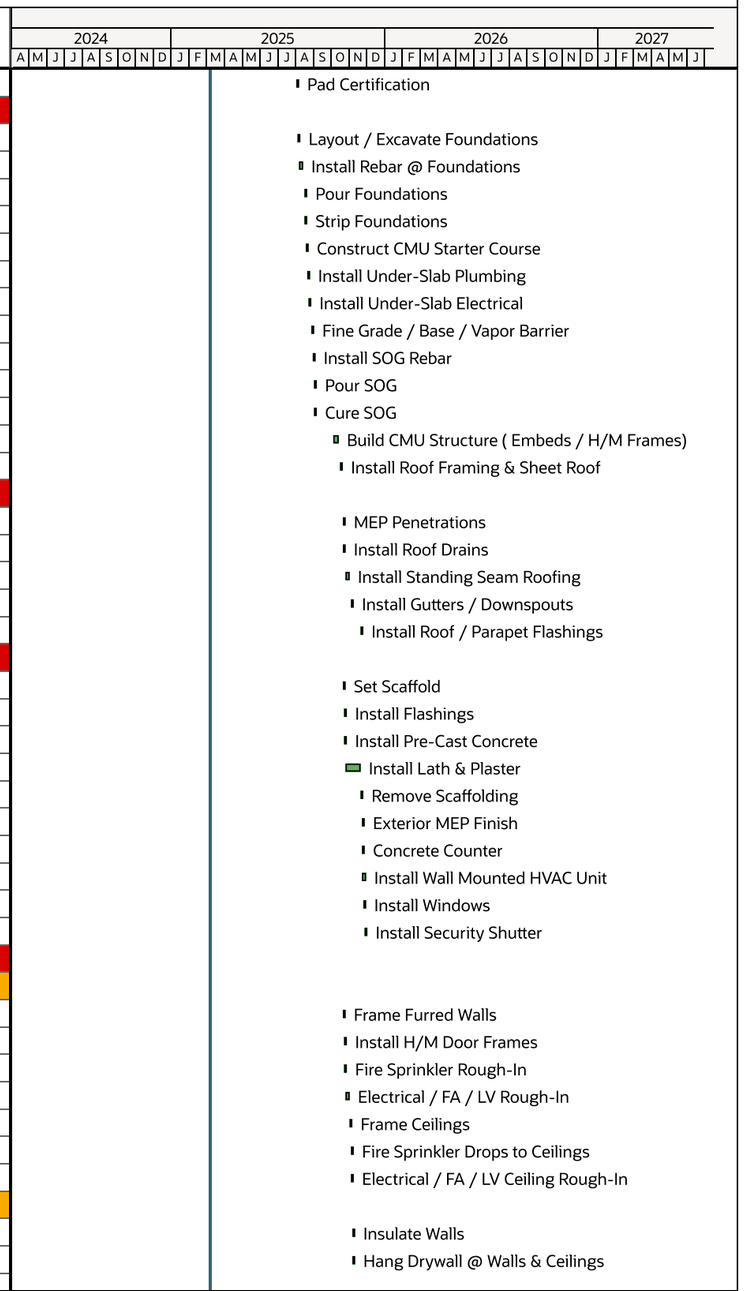


Current
Progress
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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
TB-1010	Pad Certification	1d	31-Jul-25	31-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		55d	01-Aug-25	17-Oct-25	
TB-1020	Layout / Excavate Foundations	3d	01-Aug-25	04-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1030	Install Rebar @ Foundations	7d	05-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1040	Pour Foundations	1d	13-Aug-25	13-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1050	Strip Foundations	1d	14-Aug-25	14-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1060	Construct CMU Starter Course	3d	15-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1070	Install Under-Slab Plumbing	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1080	Install Under-Slab Electrical	3d	22-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1090	Fine Grade / Base / Vapor Barrier	2d	26-Aug-25	27-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1100	Install SOG Rebar	2d	28-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1110	Pour SOG	1d	30-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1120	Cure SOG	3d	31-Aug-25	02-Sep-25	7x8, no holidays - 7x8, no holidays
TB-1130	Build CMU Structure (Embeds / H/M Frames)	10d	01-Oct-25	11-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1140	Install Roof Framing & Sheet Roof	5d	13-Oct-25	17-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		28d	18-Oct-25	20-Nov-25	
TB-1150	MEP Penetrations	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1160	Install Roof Drains	5d	18-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1170	Install Standing Seam Roofing	7d	24-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1180	Install Gutters / Downspouts	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1190	Install Roof / Parapet Flashings	3d	18-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		27d	18-Oct-25	26-Nov-25	
TB-1200	Set Scaffold	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1210	Install Flashings	2d	21-Oct-25	22-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1220	Install Pre-Cast Concrete	3d	21-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1230	Install Lath & Plaster	20d	24-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1240	Remove Scaffolding	2d	18-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1250	Exterior MEP Finish	2d	20-Nov-25	21-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1260	Concrete Counter	2d	20-Nov-25	21-Nov-25	5x8, with holidays - 5x8, with holidays
TB-1270	Install Wall Mounted HVAC Unit	5d	20-Nov-25	26-Nov-25	5x8, with holidays - 5x8, with holidays
TB-1280	Install Windows	2d	22-Nov-25	24-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1290	Install Security Shutter	1d	25-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		51d	18-Oct-25	19-Dec-25	
Framing / MEP Rough-In		14d	18-Oct-25	03-Nov-25	
TB-1300	Frame Furred Walls	2d	18-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1310	Install H/M Door Frames	1d	20-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1320	Fire Sprinkler Rough-In	3d	21-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1330	Electrical / FA / LV Rough-In	5d	24-Oct-25	29-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1340	Frame Ceilings	2d	30-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1350	Fire Sprinkler Drops to Ceilings	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1360	Electrical / FA / LV Ceiling Rough-In	2d	01-Nov-25	03-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		37d	04-Nov-25	19-Dec-25	
TB-1370	Insulate Walls	1d	04-Nov-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1380	Hang Drywall @ Walls & Ceilings	3d	05-Nov-25	07-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

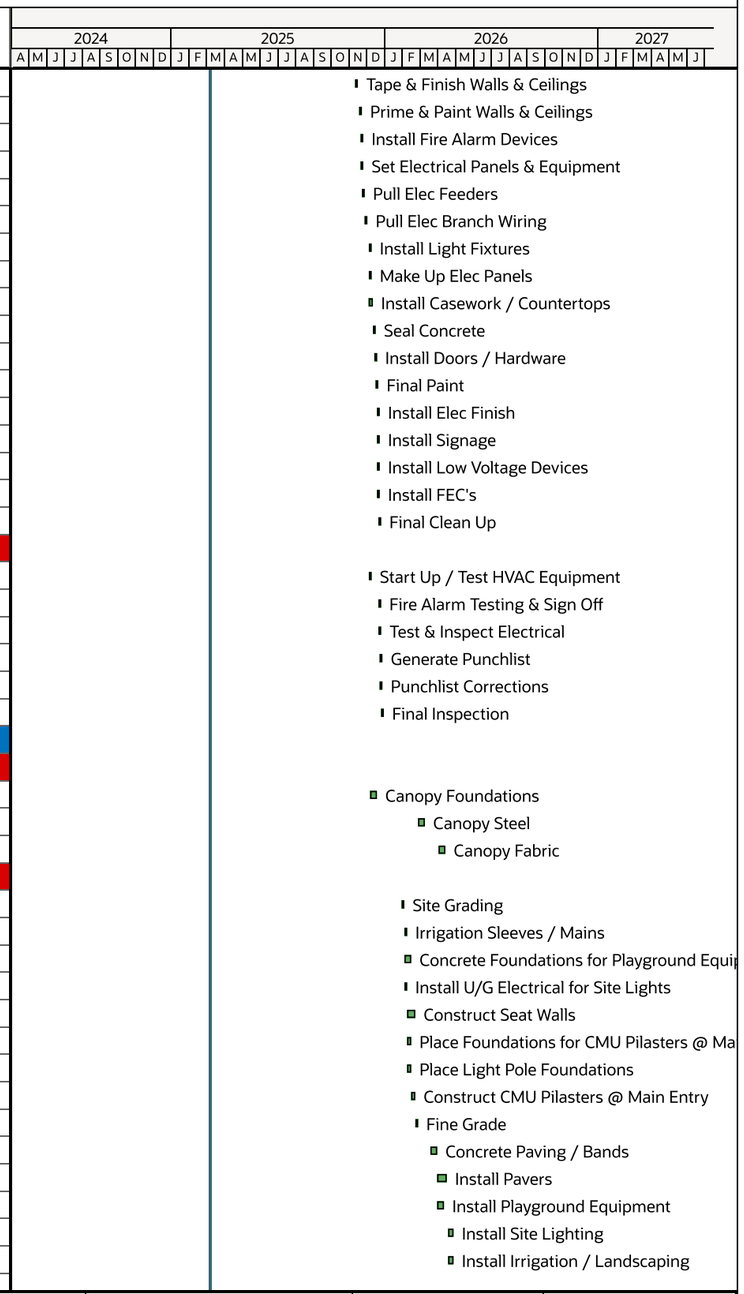


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
TB-1390	Tape & Finish Walls & Ceilings	5d	08-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1400	Prime & Paint Walls & Ceilings	3d	15-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1410	Install Fire Alarm Devices	2d	19-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1420	Set Electrical Panels & Equipment	1d	19-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1430	Pull Elec Feeders	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1440	Pull Elec Branch Wiring	2d	26-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1450	Install Light Fixtures	2d	01-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1460	Make Up Elec Panels	2d	01-Dec-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1470	Install Casework / Countertops	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1480	Seal Concrete	2d	09-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1490	Install Doors / Hardware	2d	11-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1500	Final Paint	2d	13-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1510	Install Elec Finish	2d	16-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1520	Install Signage	1d	16-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1530	Install Low Voltage Devices	2d	16-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1540	Install FEC's	1d	16-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1550	Final Clean Up	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		19d	03-Dec-25	24-Dec-25	
TB-1560	Start Up / Test HVAC Equipment	1d	03-Dec-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1570	Fire Alarm Testing & Sign Off	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1580	Test & Inspect Electrical	2d	18-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1590	Generate Punchlist	1d	20-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1600	Punchlist Corrections	2d	22-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
TB-1610	Final Inspection	1d	24-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Family Activity Area		131d	05-Dec-25	08-May-26	
Canopies - Family Activity Area		107d	05-Dec-25	10-Apr-26	
FAM-1000	Canopy Foundations	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1010	Canopy Steel	10d	24-Feb-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1020	Canopy Fabric	10d	31-Mar-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Family Activity Area Plaza		88d	27-Jan-26	08-May-26	
FAM-1030	Site Grading	5d	27-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1040	Irrigation Sleeves / Mains	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1055	Concrete Foundations for Playground Equipment	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1050	Install U/G Electrical for Site Lights	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1060	Construct Seat Walls	10d	07-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1070	Place Foundations for CMU Pilasters @ Main Entry	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1080	Place Light Pole Foundations	5d	07-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1090	Construct CMU Pilasters @ Main Entry	5d	13-Feb-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1100	Fine Grade	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1110	Concrete Paving / Bands	10d	17-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1120	Install Pavers	15d	28-Mar-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1130	Install Playground Equipment	10d	28-Mar-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1140	Install Site Lighting	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1150	Install Irrigation / Landscaping	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days



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FAM-1170	Install Signage @ Mian Entry	3d	24-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1180	Generate Punch List / WTC List	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
FAM-1190	Punch List Complete	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Facilities		275d	25-Jun-25	25-Jul-26	
Baseball Field 2		154d	25-Jun-25	04-Feb-26	
Grading		45d	25-Jun-25	19-Aug-25	
BF-1000	Rough Grade	5d	25-Jun-25	01-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3320	Fine Grade / Final Survey / Acceptance	1d	01-Jul-25	01-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1105	Cement Treatment	5d	13-Aug-25	19-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	22-Sep-25	03-Oct-25	
BF-1020	Install Dry Utilities	10d	22-Sep-25	03-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	24-Oct-25	05-Nov-25	
BF-1010	Install Wet Utilities (SS,W,SD)	10d	24-Oct-25	05-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	03-Oct-25	14-Oct-25	
BF-1030	Place Musco Light Pole Bases	5d	03-Oct-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1040	Install Musco Lighting	5d	09-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	05-Nov-25	01-Dec-25	
BF-1050	Install Fence Posts / Foundations	10d	05-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1055	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	12-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	18-Nov-25	04-Feb-26	
BF-1060	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	18-Nov-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1070	Install Synthetic Turf	32d	19-Dec-25	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1080	Generate Punch List / WTC List	2d	28-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1090	Punch List Complete	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		55d	05-Nov-25	13-Jan-26	
BF-1100	Place Foundations / Steel for Scoreboard	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1110	Install Scoreboard	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1120	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 1		167d	01-Jul-25	27-Feb-26	
Grading		45d	01-Jul-25	25-Aug-25	
BF-1130	Rough Grade	5d	01-Jul-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3330	Fine Grade / Final Survey / Acceptance	1d	09-Jul-25	09-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1135	Cement Treatment	5d	19-Aug-25	25-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	03-Oct-25	15-Oct-25	
BF-1150	Install Dry Utilities	10d	03-Oct-25	15-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	05-Nov-25	18-Nov-25	
BF-1140	Install Wet Utilities (SS,W,SD)	10d	05-Nov-25	18-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	15-Oct-25	25-Oct-25	
BF-1160	Place Musco Light Pole Bases	5d	15-Oct-25	20-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1170	Install Musco Lighting	5d	21-Oct-25	25-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	18-Nov-25	12-Dec-25	
BF-1180	Install Fence Posts / Foundations	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1185	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	24-Nov-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	13-Dec-25	27-Feb-26	

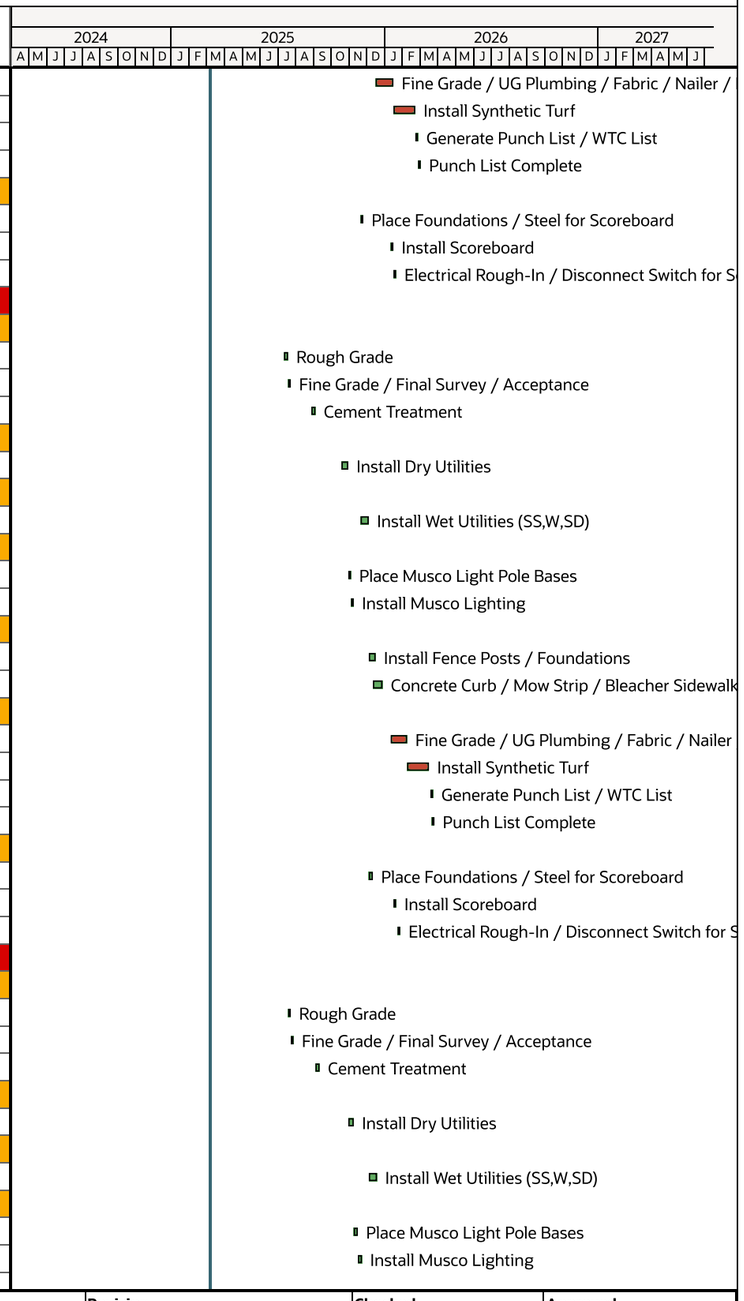


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ID	Name	Dur	Start	Finish	Calendar
BF-1190	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	13-Dec-25	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1200	Install Synthetic Turf	32d	14-Jan-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1210	Generate Punch List / WTC List	2d	20-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1220	Punch List Complete	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		50d	18-Nov-25	19-Jan-26	
BF-1230	Place Foundations / Steel for Scoreboard	5d	18-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1240	Install Scoreboard	5d	08-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1250	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 5		178d	09-Jul-25	23-Mar-26	
Grading		45d	09-Jul-25	02-Sep-25	
BF-1260	Rough Grade	5d	09-Jul-25	15-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3340	Fine Grade / Final Survey / Acceptance	1d	15-Jul-25	15-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1265	Cement Treatment	5d	25-Aug-25	02-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	15-Oct-25	27-Oct-25	
BF-1280	Install Dry Utilities	10d	15-Oct-25	27-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	18-Nov-25	03-Dec-25	
BF-1270	Install Wet Utilities (SS,W,SD)	10d	18-Nov-25	03-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	27-Oct-25	06-Nov-25	
BF-1290	Place Musco Light Pole Bases	5d	27-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1300	Install Musco Lighting	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	03-Dec-25	26-Dec-25	
BF-1310	Install Fence Posts / Foundations	10d	03-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1315	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	09-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	08-Jan-26	23-Mar-26	
BF-1320	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	08-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1330	Install Synthetic Turf	32d	06-Feb-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1340	Generate Punch List / WTC List	2d	16-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1350	Punch List Complete	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		44d	03-Dec-25	24-Jan-26	
BF-1360	Place Foundations / Steel for Scoreboard	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1370	Install Scoreboard	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1380	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 8		191d	15-Jul-25	15-Apr-26	
Grading		45d	15-Jul-25	08-Sep-25	
BF-1390	Rough Grade	5d	15-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3350	Fine Grade / Final Survey / Acceptance	1d	21-Jul-25	21-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1395	Cement Treatment	5d	02-Sep-25	08-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	27-Oct-25	07-Nov-25	
BF-1410	Install Dry Utilities	10d	27-Oct-25	07-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	03-Dec-25	15-Dec-25	
BF-1400	Install Wet Utilities (SS,W,SD)	10d	03-Dec-25	15-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	07-Nov-25	19-Nov-25	
BF-1420	Place Musco Light Pole Bases	5d	07-Nov-25	13-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1430	Install Musco Lighting	5d	14-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

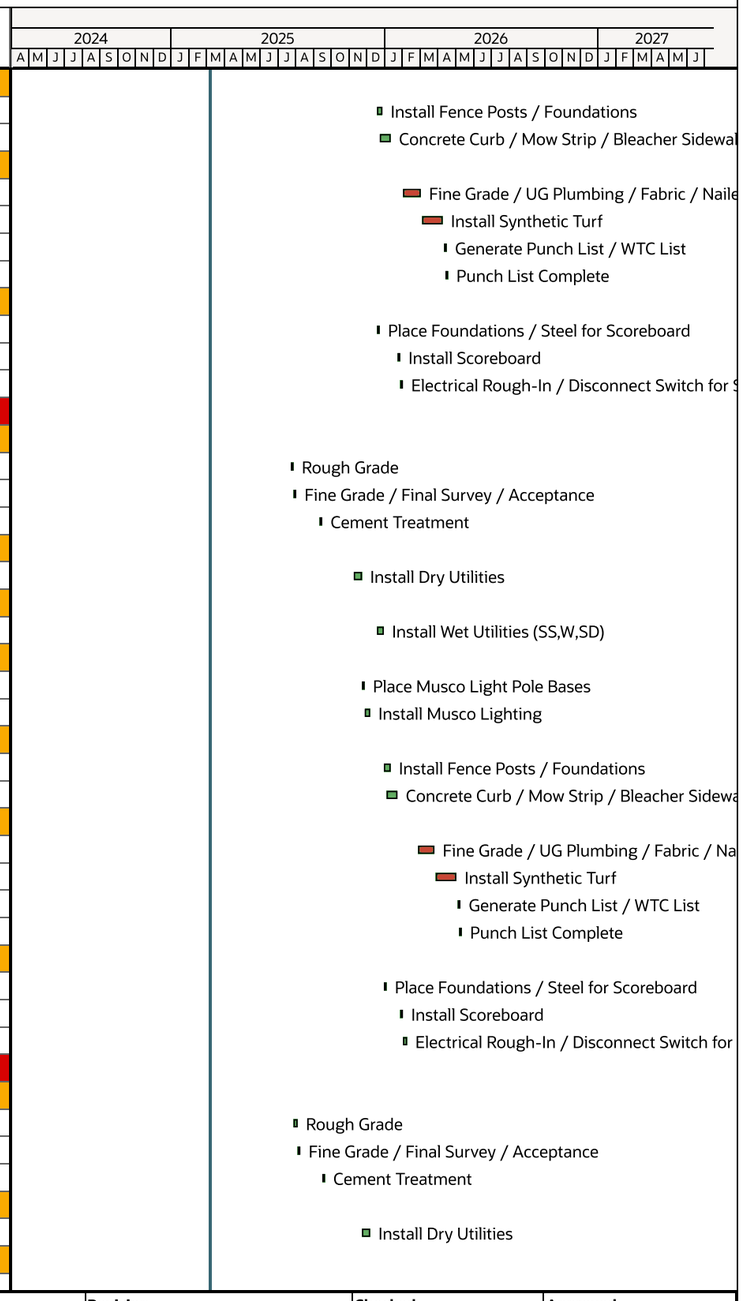


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Tilden-Coil CONSTRUCTORS
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Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Site Concrete Before Field		20d	15-Dec-25	08-Jan-26	
BF-1440	Install Fence Posts / Foundations	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1445	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	20-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	31-Jan-26	15-Apr-26	
BF-1450	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	31-Jan-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1460	Install Synthetic Turf	32d	02-Mar-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1470	Generate Punch List / WTC List	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1480	Punch List Complete	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		39d	15-Dec-25	30-Jan-26	
BF-1490	Place Foundations / Steel for Scoreboard	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1500	Install Scoreboard	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1510	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 3		204d	21-Jul-25	08-May-26	
Grading		45d	21-Jul-25	13-Sep-25	
BF-1520	Rough Grade	5d	21-Jul-25	26-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3360	Fine Grade / Final Survey / Acceptance	1d	26-Jul-25	26-Jul-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1525	Cement Treatment	5d	08-Sep-25	13-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	07-Nov-25	20-Nov-25	
BF-1540	Install Dry Utilities	10d	07-Nov-25	20-Nov-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	15-Dec-25	27-Dec-25	
BF-1530	Install Wet Utilities (SS,W,SD)	10d	15-Dec-25	27-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	20-Nov-25	03-Dec-25	
BF-1550	Place Musco Light Pole Bases	5d	20-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1560	Install Musco Lighting	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	27-Dec-25	20-Jan-26	
BF-1570	Install Fence Posts / Foundations	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1575	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	03-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		64d	24-Feb-26	08-May-26	
BF-1580	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	24-Feb-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1590	Install Synthetic Turf	32d	25-Mar-26	30-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1600	Generate Punch List / WTC List	2d	01-May-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1610	Punch List Complete	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		34d	27-Dec-25	05-Feb-26	
BF-1620	Place Foundations / Steel for Scoreboard	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1630	Install Scoreboard	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1640	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 4		216d	26-Jul-25	02-Jun-26	
Grading		45d	26-Jul-25	19-Sep-25	
BF-1650	Rough Grade	5d	26-Jul-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3370	Fine Grade / Final Survey / Acceptance	1d	01-Aug-25	01-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1655	Cement Treatment	5d	13-Sep-25	19-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	20-Nov-25	05-Dec-25	
BF-1670	Install Dry Utilities	10d	20-Nov-25	05-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	27-Dec-25	09-Jan-26	



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

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BF-1660	Install Wet Utilities (SS,W,SD)	10d	27-Dec-25	09-Jan-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	05-Dec-25	16-Dec-25	
BF-1680	Place Musco Light Pole Bases	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1690	Install Musco Lighting	5d	11-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	09-Jan-26	31-Jan-26	
BF-1700	Install Fence Posts / Foundations	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1705	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	15-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		65d	19-Mar-26	02-Jun-26	
BF-1710	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	19-Mar-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1720	Install Synthetic Turf	32d	17-Apr-26	23-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1730	Generate Punch List / WTC List	2d	26-May-26	27-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1740	Punch List Complete	5d	28-May-26	02-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		29d	09-Jan-26	11-Feb-26	
BF-1750	Place Foundations / Steel for Scoreboard	5d	09-Jan-26	14-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1760	Install Scoreboard	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1770	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 6		229d	01-Aug-25	25-Jun-26	
Grading		45d	01-Aug-25	25-Sep-25	
BF-1780	Rough Grade	5d	01-Aug-25	07-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3380	Fine Grade / Final Survey / Acceptance	1d	07-Aug-25	07-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
BF-1785	Cement Treatment	5d	19-Sep-25	25-Sep-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	05-Dec-25	17-Dec-25	
BF-1800	Install Dry Utilities	10d	05-Dec-25	17-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	09-Jan-26	21-Jan-26	
BF-1790	Install Wet Utilities (SS,W,SD)	10d	09-Jan-26	21-Jan-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	17-Dec-25	29-Dec-25	
BF-1810	Place Musco Light Pole Bases	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1820	Install Musco Lighting	5d	23-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	21-Jan-26	12-Feb-26	
BF-1830	Install Fence Posts / Foundations	10d	21-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1835	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	27-Jan-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		65d	11-Apr-26	25-Jun-26	
BF-1840	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	11-Apr-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1850	Install Synthetic Turf	32d	11-May-26	17-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1860	Generate Punch List / WTC List	2d	18-Jun-26	19-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1870	Punch List Complete	5d	20-Jun-26	25-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		24d	21-Jan-26	17-Feb-26	
BF-1880	Place Foundations / Steel for Scoreboard	5d	21-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1890	Install Scoreboard	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1900	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field 7		245d	07-Aug-25	25-Jul-26	
Grading		45d	07-Aug-25	01-Oct-25	
BF-1910	Rough Grade	5d	07-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
SF-3390	Fine Grade / Final Survey / Acceptance	1d	13-Aug-25	13-Aug-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

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BF-1915	Cement Treatment	5d	25-Sep-25	01-Oct-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Dry Utilities		10d	17-Dec-25	30-Dec-25	
BF-1930	Install Dry Utilities	10d	17-Dec-25	30-Dec-25	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Wet Utilities		10d	21-Jan-26	02-Feb-26	
BF-1920	Install Wet Utilities (SS,W,SD)	10d	21-Jan-26	02-Feb-26	ONT_2S-1 - 6 Day Workweek - 2 Shifts with Saturdays
Musco Lighting		10d	30-Dec-25	10-Jan-26	
BF-1940	Place Musco Light Pole Bases	5d	30-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1950	Install Musco Lighting	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Site Concrete Before Field		20d	02-Feb-26	24-Feb-26	
BF-1960	Install Fence Posts / Foundations	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1965	Concrete Curb / Mow Strip / Bleacher Sidewalk	15d	07-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Baseball Field		70d	05-May-26	25-Jul-26	
BF-1970	Fine Grade / UG Plumbing / Fabric / Nailer / Base / Top Course	25d	05-May-26	03-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1980	Install Synthetic Turf	32d	04-Jun-26	11-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-1990	Generate Punch List / WTC List	2d	13-Jul-26	14-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2000	Punch List Complete	10d	15-Jul-26	25-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Batting Cages		31d	05-May-26	09-Jun-26	
BF-2010	Install Chain Link Fence Posts / Foundations	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2020	Install Mesh Enclosures	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2030	Install Turf & Accessories	10d	29-May-26	09-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Scoreboards		19d	02-Feb-26	23-Feb-26	
BF-2040	Place Foundations / Steel for Scoreboard	5d	02-Feb-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2050	Install Scoreboard	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2060	Electrical Rough-In / Disconnect Switch for Scoreboard	5d	18-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Baseball Facilities		99d	09-Jan-26	04-May-26	
Canopies - Baseball Fields 1,2,3,4		89d	09-Jan-26	22-Apr-26	
BF-2070	Canopy Foundations	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2080	Canopy Steel	10d	07-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2090	Canopy Fabric	10d	11-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Canopies - Baseball Fields 5,6,7,8		79d	02-Feb-26	04-May-26	
BF-2100	Canopy Foundations	10d	02-Feb-26	12-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2110	Canopy Steel	10d	19-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2120	Canopy Fabric	10d	23-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Baseball Fields		85d	09-Jan-26	17-Apr-26	
Walls / Concrete Bleachers @ Baseball Fields 1,2,3,4		65d	09-Jan-26	25-Mar-26	
BF-2160	Construct Concrete Walls / Drainage / Backfill	20d	09-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2170	Construct CMU Walls / Drainage / Backfill	20d	09-Jan-26	31-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2200	Form / Rebar / Pour Concrete Bleachers	40d	21-Jan-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2230	Install Alum Bleachers	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Walls / Concrete Bleachers @ Baseball Fields 5,6,7,8		65d	02-Feb-26	17-Apr-26	
BF-2340	Construct Concrete Walls / Drainage / Backfill	20d	02-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2330	Construct CMU Walls / Drainage / Backfill	20d	02-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2370	Form / Rebar / Pour Concrete Bleachers	40d	13-Feb-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2400	Install Alum Bleachers	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

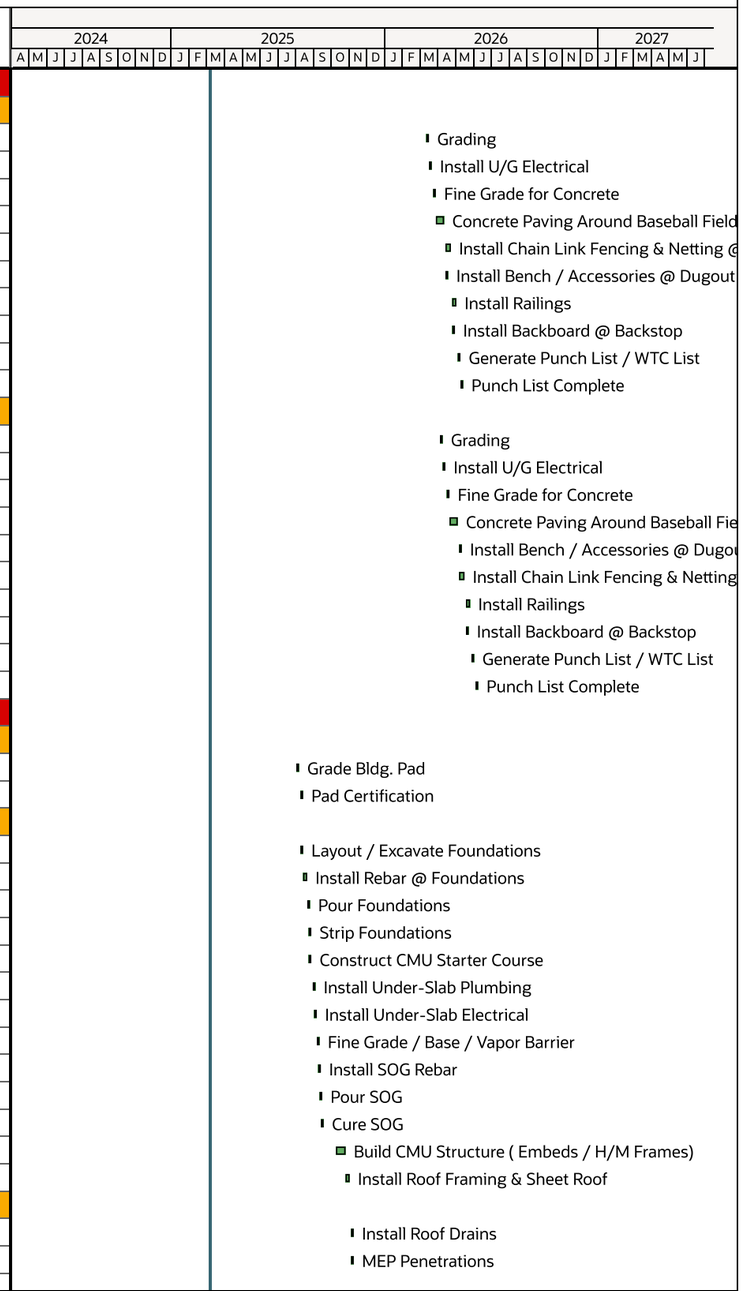


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
Seating Area / Dugouts @ Baseball Fields		77d	09-Mar-26	05-Jun-26	
Seating Area / Dugouts @ Fields 1,2,3,4		56d	09-Mar-26	12-May-26	
BF-2130	Grading	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2190	Install U/G Electrical	5d	14-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2210	Fine Grade for Concrete	4d	20-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2220	Concrete Paving Around Baseball Fields / Dugouts	14d	25-Mar-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2240	Install Chain Link Fencing & Netting @ Backstop/ Outfield	10d	10-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2250	Install Bench / Accessories @ Dugout	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2260	Install Railings	8d	22-Apr-26	30-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2270	Install Backboard @ Backstop	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2280	Generate Punch List / WTC List	5d	01-May-26	06-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2290	Punch List Complete	5d	07-May-26	12-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Seating Area / Dugouts @ Fields 5,6,7,8		57d	01-Apr-26	05-Jun-26	
BF-2300	Grading	5d	01-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2360	Install U/G Electrical	5d	07-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2380	Fine Grade for Concrete	4d	13-Apr-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2390	Concrete Paving Around Baseball Fields / Dugouts	14d	17-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2410	Install Bench / Accessories @ Dugout	5d	04-May-26	08-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2420	Install Chain Link Fencing & Netting @ Backstop/ Outfield	10d	04-May-26	14-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2430	Install Railings	8d	15-May-26	23-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2440	Install Backboard @ Backstop	5d	15-May-26	20-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2450	Generate Punch List / WTC List	5d	26-May-26	30-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BF-2460	Punch List Complete	5d	01-Jun-26	05-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Baseball Plaza West)		183d	31-Jul-25	21-Apr-26	
Grade Bldg. Pad		6d	31-Jul-25	06-Aug-25	
BBF-1000	Grade Bldg. Pad	5d	31-Jul-25	05-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1010	Pad Certification	1d	06-Aug-25	06-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		61d	07-Aug-25	31-Oct-25	
BBF-1020	Layout / Excavate Foundations	3d	07-Aug-25	09-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1030	Install Rebar @ Foundations	7d	11-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1040	Pour Foundations	1d	19-Aug-25	19-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1050	Strip Foundations	1d	20-Aug-25	20-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1060	Construct CMU Starter Course	5d	21-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1070	Install Under-Slab Plumbing	3d	27-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1080	Install Under-Slab Electrical	3d	30-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1090	Fine Grade / Base / Vapor Barrier	2d	04-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1100	Install SOG Rebar	2d	06-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1110	Pour SOG	1d	09-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1120	Cure SOG	3d	10-Sep-25	12-Sep-25	7x8, no holidays - 7x8, no holidays
BBF-1130	Build CMU Structure (Embeds / H/M Frames)	15d	07-Oct-25	23-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1140	Install Roof Framing & Sheet Roof	7d	24-Oct-25	31-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		60d	01-Nov-25	15-Jan-26	
BBF-1150	Install Roof Drains	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1160	MEP Penetrations	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

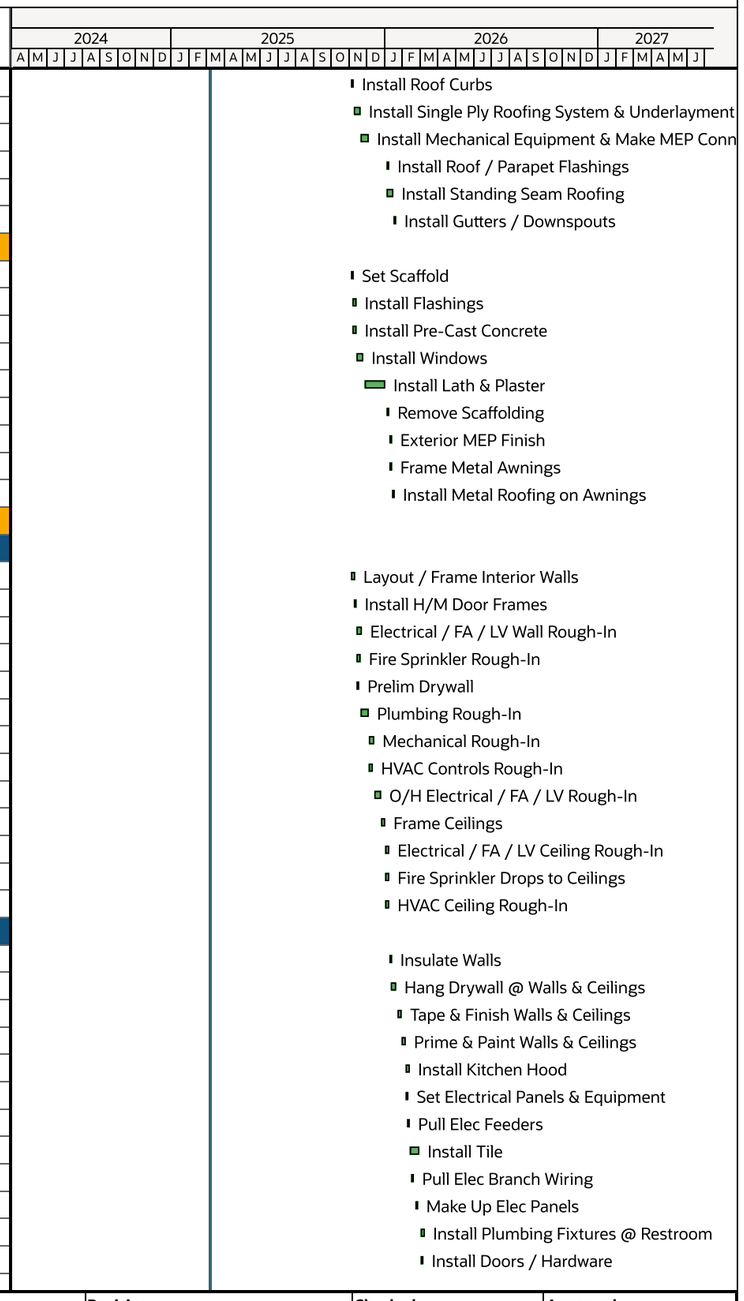


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-1170	Install Roof Curbs	5d	01-Nov-25	06-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	07-Nov-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1190	Install Mechanical Equipment & Make MEP Connections	10d	18-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1200	Install Roof / Parapet Flashings	5d	02-Jan-26	07-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1210	Install Standing Seam Roofing	10d	02-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1220	Install Gutters / Downspouts	2d	14-Jan-26	15-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	01-Nov-25	16-Jan-26	
BBF-1230	Set Scaffold	3d	01-Nov-25	04-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1240	Install Flashings	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1250	Install Pre-Cast Concrete	5d	05-Nov-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1260	Install Windows	10d	12-Nov-25	22-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1270	Install Lath & Plaster	30d	24-Nov-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1280	Remove Scaffolding	3d	02-Jan-26	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1290	Exterior MEP Finish	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1300	Frame Metal Awnings	5d	06-Jan-26	10-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1310	Install Metal Roofing on Awnings	5d	12-Jan-26	16-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	01-Nov-25	08-Apr-26	
Framing / MEP Rough-In		52d	01-Nov-25	06-Jan-26	
BBF-1320	Layout / Frame Interior Walls	7d	01-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1330	Install H/M Door Frames	3d	06-Nov-25	08-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1340	Electrical / FA / LV Wall Rough-In	10d	10-Nov-25	21-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1350	Fire Sprinkler Rough-In	7d	10-Nov-25	18-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1360	Prelim Drywall	5d	10-Nov-25	15-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1370	Plumbing Rough-In	10d	19-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1380	Mechanical Rough-In	8d	03-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1390	HVAC Controls Rough-In	5d	03-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1400	O/H Electrical / FA / LV Rough-In	10d	12-Dec-25	23-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1410	Frame Ceilings	5d	24-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1420	Electrical / FA / LV Ceiling Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1430	Fire Sprinkler Drops to Ceilings	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1440	HVAC Ceiling Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	07-Jan-26	08-Apr-26	
BBF-1450	Insulate Walls	3d	07-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1460	Hang Drywall @ Walls & Ceilings	8d	10-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1470	Tape & Finish Walls & Ceilings	8d	20-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1480	Prime & Paint Walls & Ceilings	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1490	Install Kitchen Hood	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1500	Set Electrical Panels & Equipment	2d	04-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1510	Pull Elec Feeders	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1520	Install Tile	15d	10-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1530	Pull Elec Branch Wiring	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1540	Make Up Elec Panels	5d	18-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1550	Install Plumbing Fixtures @ Restroom	8d	27-Feb-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1560	Install Doors / Hardware	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

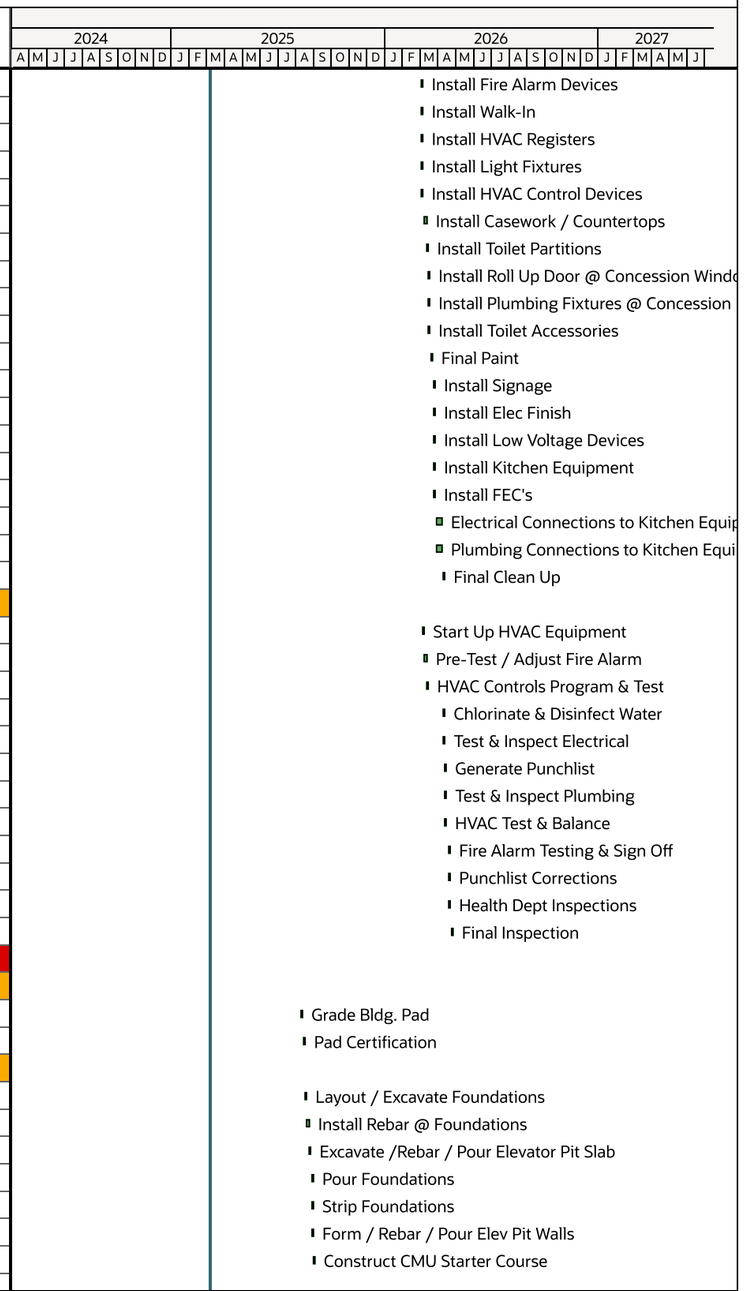


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
BBF-1570	Install Fire Alarm Devices	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1580	Install Walk-In	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1590	Install HVAC Registers	3d	27-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1600	Install Light Fixtures	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1610	Install HVAC Control Devices	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1620	Install Casework / Countertops	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1630	Install Toilet Partitions	3d	09-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1640	Install Roll Up Door @ Concession Window	3d	11-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1650	Install Plumbing Fixtures @ Concession	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1660	Install Toilet Accessories	3d	12-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1670	Final Paint	3d	17-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1680	Install Signage	2d	20-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1690	Install Elec Finish	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1700	Install Low Voltage Devices	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1710	Install Kitchen Equipment	5d	20-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1720	Install FEC's	2d	20-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1730	Electrical Connections to Kitchen Equip	10d	26-Mar-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1740	Plumbing Connections to Kitchen Equip	10d	26-Mar-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1750	Final Clean Up	2d	07-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	03-Mar-26	21-Apr-26	
BBF-1760	Start Up HVAC Equipment	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1770	Pre-Test / Adjust Fire Alarm	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1780	HVAC Controls Program & Test	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1790	Chlorinate & Disinfect Water	2d	07-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1800	Test & Inspect Electrical	5d	07-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1810	Generate Punchlist	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1820	Test & Inspect Plumbing	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1830	HVAC Test & Balance	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1840	Fire Alarm Testing & Sign Off	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1850	Punchlist Corrections	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1860	Health Dept Inspections	2d	15-Apr-26	16-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-1870	Final Inspection	1d	21-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. A Concession Bldg. (Baseball Plaza)		193d	06-Aug-25	11-May-26	
Grade Bldg. Pad		6d	06-Aug-25	12-Aug-25	
ABF-1000	Grade Bldg. Pad	5d	06-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1010	Pad Certification	1d	12-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		94d	13-Aug-25	29-Dec-25	
ABF-1020	Layout / Excavate Foundations	3d	13-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1030	Install Rebar @ Foundations	7d	16-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1040	Excavate /Rebar / Pour Elevator Pit Slab	3d	22-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1050	Pour Foundations	1d	25-Aug-25	25-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1060	Strip Foundations	1d	26-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1070	Form / Rebar / Pour Elev Pit Walls	3d	26-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1080	Construct CMU Starter Course	5d	27-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days

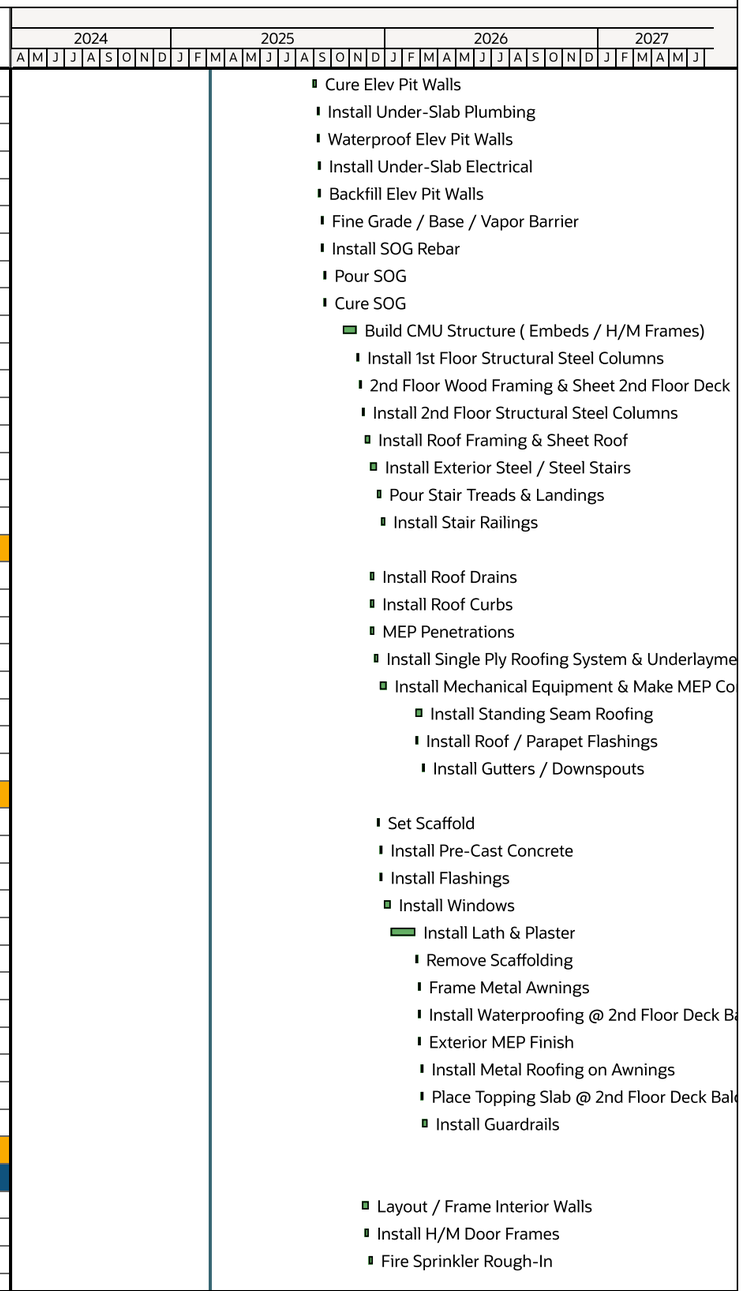


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1090	Cure Elev Pit Walls	7d	29-Aug-25	04-Sep-25	7x8, no holidays - 7x8, no holidays
ABF-1100	Install Under-Slab Plumbing	3d	03-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1110	Waterproof Elev Pit Walls	1d	05-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1120	Install Under-Slab Electrical	3d	06-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1130	Backfill Elev Pit Walls	1d	06-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1140	Fine Grade / Base / Vapor Barrier	2d	10-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1150	Install SOG Rebar	2d	12-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1160	Pour SOG	1d	15-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1170	Cure SOG	3d	16-Sep-25	18-Sep-25	7x8, no holidays - 7x8, no holidays
ABF-1180	Build CMU Structure (Embeds / H/M Frames)	20d	18-Oct-25	10-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1190	Install 1st Floor Structural Steel Columns	3d	12-Nov-25	14-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1200	2nd Floor Wood Framing & Sheet 2nd Floor Deck	5d	15-Nov-25	20-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1210	Install 2nd Floor Structural Steel Columns	3d	21-Nov-25	24-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1220	Install Roof Framing & Sheet Roof	7d	25-Nov-25	04-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1230	Install Exterior Steel / Steel Stairs	10d	05-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1240	Pour Stair Treads & Landings	5d	17-Dec-25	22-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1250	Install Stair Railings	5d	23-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		77d	05-Dec-25	06-Mar-26	
ABF-1260	Install Roof Drains	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1270	Install Roof Curbs	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1280	MEP Penetrations	5d	05-Dec-25	10-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1290	Install Single Ply Roofing System & Underlayment for SS Roof	8d	11-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1300	Install Mechanical Equipment & Make MEP Connections	10d	20-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1310	Install Standing Seam Roofing	10d	19-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1320	Install Roof / Parapet Flashings	5d	19-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1330	Install Gutters / Downspouts	4d	03-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		71d	17-Dec-25	11-Mar-26	
ABF-1340	Set Scaffold	3d	17-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1350	Install Pre-Cast Concrete	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1360	Install Flashings	5d	20-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1370	Install Windows	10d	27-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1380	Install Lath & Plaster	35d	09-Jan-26	18-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1390	Remove Scaffolding	3d	19-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1400	Frame Metal Awnings	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1410	Install Waterproofing @ 2nd Floor Deck Balcony	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1420	Exterior MEP Finish	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1430	Install Metal Roofing on Awnings	5d	28-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1440	Place Topping Slab @ 2nd Floor Deck Balcony	2d	28-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1450	Install Guardrails	8d	03-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		131d	21-Nov-25	27-Apr-26	
Framing / MEP Rough-In		52d	21-Nov-25	24-Jan-26	
ABF-1460	Layout / Frame Interior Walls	7d	21-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1470	Install H/M Door Frames	3d	26-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1480	Fire Sprinkler Rough-In	7d	02-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days

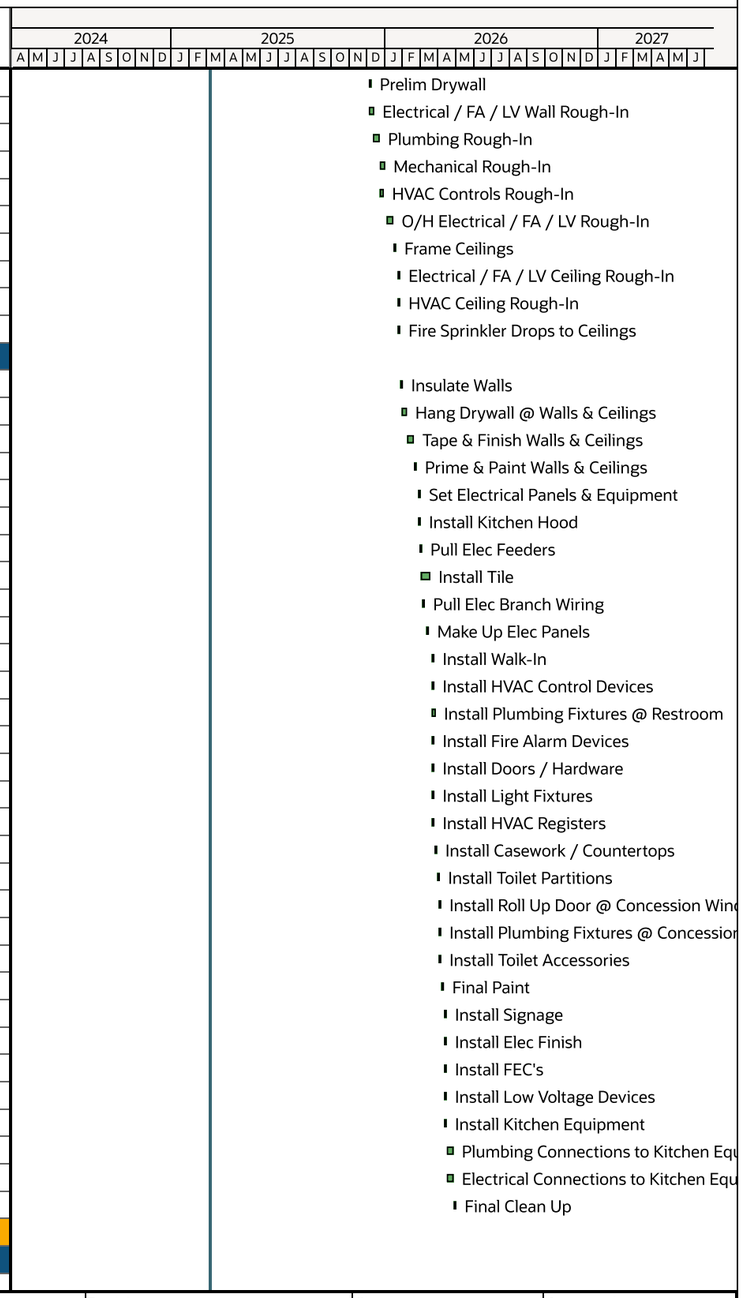


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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1490	Prelim Drywall	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1500	Electrical / FA / LV Wall Rough-In	10d	02-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1510	Plumbing Rough-In	10d	10-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1520	Mechanical Rough-In	8d	22-Dec-25	31-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1530	HVAC Controls Rough-In	5d	22-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1540	O/H Electrical / FA / LV Rough-In	10d	02-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1550	Frame Ceilings	5d	14-Jan-26	19-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1560	Electrical / FA / LV Ceiling Rough-In	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1570	HVAC Ceiling Rough-In	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1580	Fire Sprinkler Drops to Ceilings	5d	20-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	26-Jan-26	27-Apr-26	
ABF-1590	Insulate Walls	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1600	Hang Drywall @ Walls & Ceilings	8d	29-Jan-26	06-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1610	Tape & Finish Walls & Ceilings	8d	07-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1620	Prime & Paint Walls & Ceilings	5d	17-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1630	Set Electrical Panels & Equipment	2d	23-Feb-26	24-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1640	Install Kitchen Hood	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1650	Pull Elec Feeders	5d	25-Feb-26	02-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1660	Install Tile	15d	28-Feb-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1670	Pull Elec Branch Wiring	5d	03-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1680	Make Up Elec Panels	5d	09-Mar-26	13-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1690	Install Walk-In	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1700	Install HVAC Control Devices	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1710	Install Plumbing Fixtures @ Restroom	8d	18-Mar-26	26-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1720	Install Fire Alarm Devices	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1730	Install Doors / Hardware	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1740	Install Light Fixtures	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1750	Install HVAC Registers	3d	18-Mar-26	20-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1760	Install Casework / Countertops	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1770	Install Toilet Partitions	3d	27-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1780	Install Roll Up Door @ Concession Window	3d	30-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1790	Install Plumbing Fixtures @ Concession	5d	30-Mar-26	03-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1800	Install Toilet Accessories	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1810	Final Paint	3d	04-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1820	Install Signage	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1830	Install Elec Finish	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1840	Install FEC's	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1850	Install Low Voltage Devices	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1860	Install Kitchen Equipment	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1870	Plumbing Connections to Kitchen Equip	10d	14-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1880	Electrical Connections to Kitchen Equip	10d	14-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1890	Final Clean Up	2d	25-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
2nd Floor Interior		122d	05-Dec-25	28-Apr-26	
Framing / MEP Rough-In		52d	05-Dec-25	05-Feb-26	

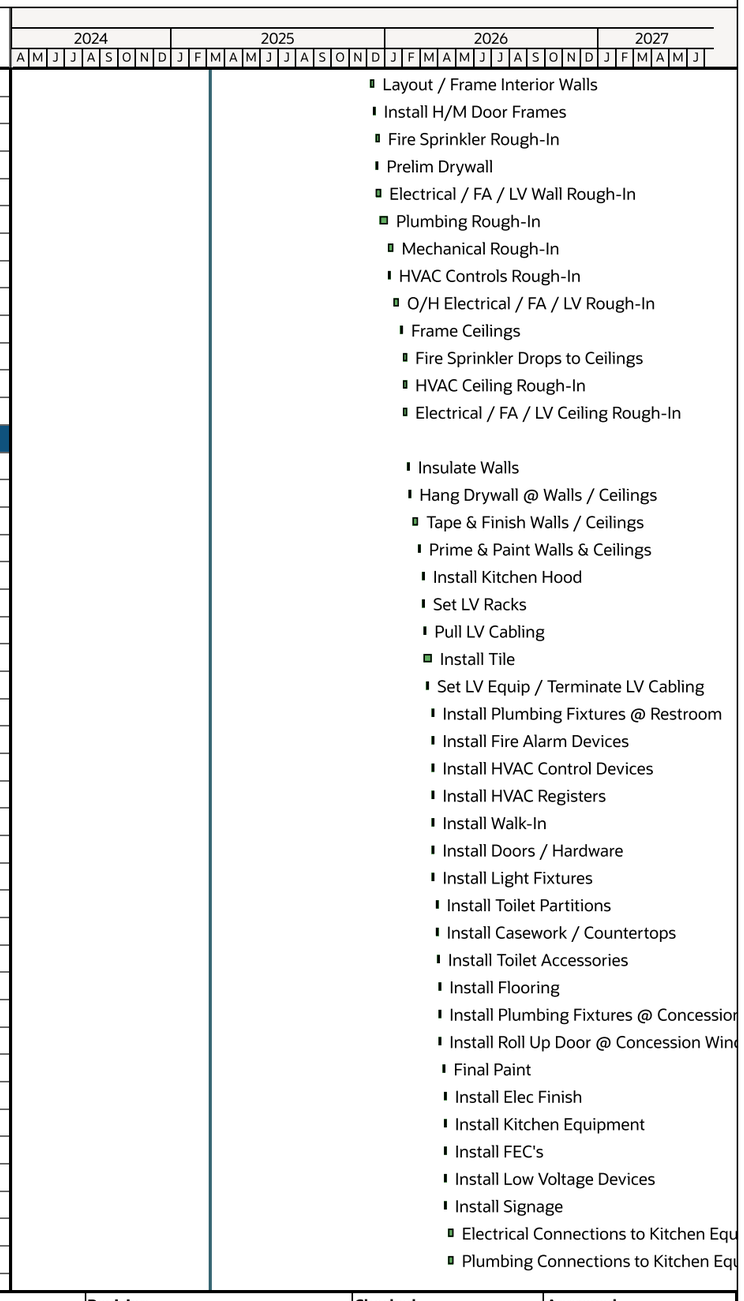


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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-1900	Layout / Frame Interior Walls	7d	05-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1910	Install H/M Door Frames	3d	10-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1920	Fire Sprinkler Rough-In	7d	13-Dec-25	20-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1930	Prelim Drywall	5d	13-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1940	Electrical / FA / LV Wall Rough-In	10d	13-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1950	Plumbing Rough-In	10d	22-Dec-25	03-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1960	Mechanical Rough-In	8d	05-Jan-26	13-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1970	HVAC Controls Rough-In	5d	05-Jan-26	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1980	O/H Electrical / FA / LV Rough-In	10d	14-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-1990	Frame Ceilings	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2000	Fire Sprinkler Drops to Ceilings	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2010	HVAC Ceiling Rough-In	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2020	Electrical / FA / LV Ceiling Rough-In	5d	31-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		70d	06-Feb-26	28-Apr-26	
ABF-2030	Insulate Walls	2d	06-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2040	Hang Drywall @ Walls / Ceilings	5d	09-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2050	Tape & Finish Walls / Ceilings	8d	14-Feb-26	23-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2060	Prime & Paint Walls & Ceilings	5d	24-Feb-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2070	Install Kitchen Hood	3d	02-Mar-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2080	Set LV Racks	2d	02-Mar-26	03-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2090	Pull LV Cabling	5d	04-Mar-26	09-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2100	Install Tile	12d	05-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2110	Set LV Equip / Terminate LV Cabling	5d	10-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2120	Install Plumbing Fixtures @ Restroom	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2130	Install Fire Alarm Devices	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2140	Install HVAC Control Devices	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2150	Install HVAC Registers	3d	19-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2160	Install Walk-In	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2170	Install Doors / Hardware	3d	19-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2180	Install Light Fixtures	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2190	Install Toilet Partitions	3d	25-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2200	Install Casework / Countertops	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2210	Install Toilet Accessories	3d	28-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2220	Install Flooring	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2230	Install Plumbing Fixtures @ Concession	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2240	Install Roll Up Door @ Concession Window	3d	31-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2250	Final Paint	3d	06-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2260	Install Elec Finish	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2270	Install Kitchen Equipment	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2280	Install FEC's	2d	09-Apr-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2290	Install Low Voltage Devices	5d	09-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2300	Install Signage	3d	09-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2310	Electrical Connections to Kitchen Equip	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2320	Plumbing Connections to Kitchen Equip	10d	15-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days

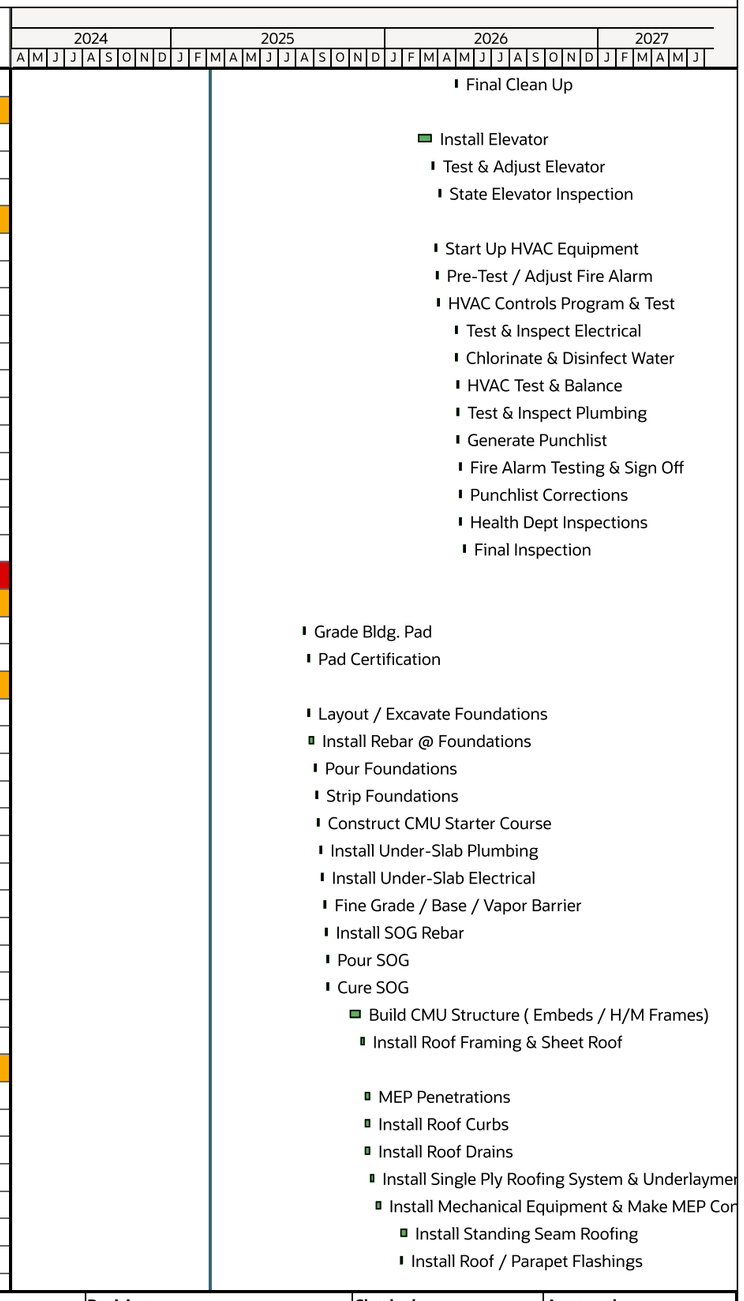


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
ABF-2330	Final Clean Up	2d	27-Apr-26	28-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Elevator		35d	24-Feb-26	04-Apr-26	
ABF-2340	Install Elevator	20d	24-Feb-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2350	Test & Adjust Elevator	5d	19-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2360	State Elevator Inspection	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	23-Mar-26	11-May-26	
ABF-2370	Start Up HVAC Equipment	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2380	Pre-Test / Adjust Fire Alarm	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2390	HVAC Controls Program & Test	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2400	Test & Inspect Electrical	5d	27-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2410	Chlorinate & Disinfect Water	2d	27-Apr-26	28-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2420	HVAC Test & Balance	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2430	Test & Inspect Plumbing	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2440	Generate Punchlist	5d	29-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2450	Fire Alarm Testing & Sign Off	5d	05-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2460	Punchlist Corrections	5d	05-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2470	Health Dept Inspections	2d	05-May-26	06-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
ABF-2480	Final Inspection	1d	11-May-26	11-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. B Concession Bldg. (Baseball Plaza East)		192d	12-Aug-25	14-May-26	
Grade Bldg. Pad		6d	12-Aug-25	18-Aug-25	
BBF-2000	Grade Bldg. Pad	5d	12-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2010	Pad Certification	1d	18-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		69d	19-Aug-25	25-Nov-25	
BBF-2020	Layout / Excavate Foundations	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2030	Install Rebar @ Foundations	7d	22-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2040	Pour Foundations	1d	30-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2050	Strip Foundations	1d	02-Sep-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2060	Construct CMU Starter Course	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2070	Install Under-Slab Plumbing	3d	09-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2080	Install Under-Slab Electrical	3d	12-Sep-25	15-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2090	Fine Grade / Base / Vapor Barrier	2d	16-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2100	Install SOG Rebar	2d	18-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2110	Pour SOG	1d	20-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2120	Cure SOG	3d	21-Sep-25	23-Sep-25	7x8, no holidays - 7x8, no holidays
BBF-2130	Build CMU Structure (Embeds / H/M Frames)	15d	30-Oct-25	17-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2140	Install Roof Framing & Sheet Roof	7d	18-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		62d	26-Nov-25	10-Feb-26	
BBF-2150	MEP Penetrations	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2160	Install Roof Curbs	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2170	Install Roof Drains	5d	26-Nov-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	04-Dec-25	12-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2190	Install Mechanical Equipment & Make MEP Connections	10d	13-Dec-25	24-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2200	Install Standing Seam Roofing	10d	26-Jan-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2210	Install Roof / Parapet Flashings	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days



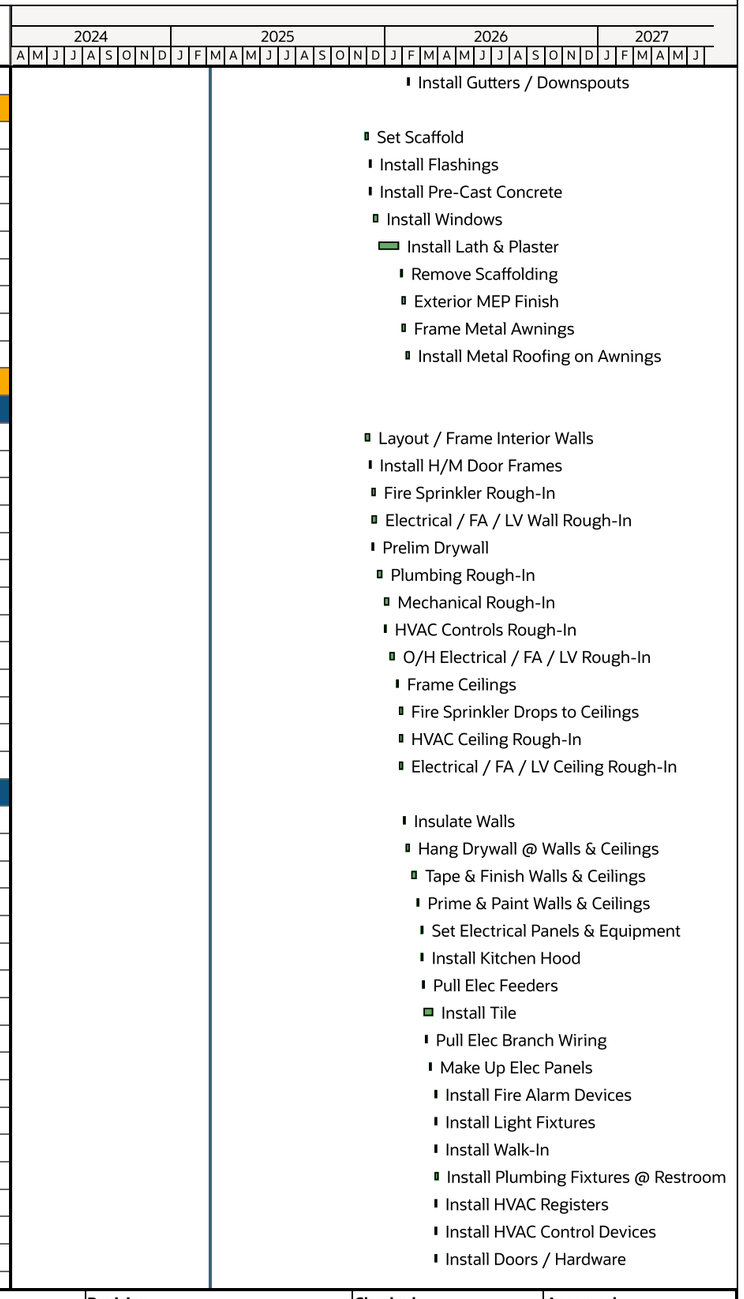
Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

1130

ID	Name	Dur	Start	Finish	Calendar
BBF-2220	Install Gutters / Downspouts	4d	06-Feb-26	10-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		61d	26-Nov-25	09-Feb-26	
BBF-2230	Set Scaffold	3d	26-Nov-25	01-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2240	Install Flashings	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2250	Install Pre-Cast Concrete	5d	02-Dec-25	06-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2260	Install Windows	10d	08-Dec-25	18-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2270	Install Lath & Plaster	30d	19-Dec-25	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2280	Remove Scaffolding	3d	26-Jan-26	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2290	Exterior MEP Finish	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2300	Frame Metal Awnings	5d	29-Jan-26	03-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2310	Install Metal Roofing on Awnings	5d	04-Feb-26	09-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		131d	26-Nov-25	01-May-26	
Framing / MEP Rough-In		52d	26-Nov-25	29-Jan-26	
BBF-2320	Layout / Frame Interior Walls	7d	26-Nov-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2330	Install H/M Door Frames	3d	03-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2340	Fire Sprinkler Rough-In	7d	06-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2350	Electrical / FA / LV Wall Rough-In	10d	06-Dec-25	17-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2360	Prelim Drywall	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2370	Plumbing Rough-In	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2380	Mechanical Rough-In	8d	27-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2390	HVAC Controls Rough-In	5d	27-Dec-25	02-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2400	O/H Electrical / FA / LV Rough-In	10d	07-Jan-26	17-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2410	Frame Ceilings	5d	19-Jan-26	23-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2420	Fire Sprinkler Drops to Ceilings	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2430	HVAC Ceiling Rough-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2440	Electrical / FA / LV Ceiling Rough-In	5d	24-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		79d	30-Jan-26	01-May-26	
BBF-2450	Insulate Walls	3d	30-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2460	Hang Drywall @ Walls & Ceilings	8d	03-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2470	Tape & Finish Walls & Ceilings	8d	12-Feb-26	20-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2480	Prime & Paint Walls & Ceilings	5d	21-Feb-26	26-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2490	Set Electrical Panels & Equipment	2d	27-Feb-26	28-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2500	Install Kitchen Hood	5d	27-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2510	Pull Elec Feeders	5d	02-Mar-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2520	Install Tile	15d	05-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2530	Pull Elec Branch Wiring	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2540	Make Up Elec Panels	5d	13-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2550	Install Fire Alarm Devices	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2560	Install Light Fixtures	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2570	Install Walk-In	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2580	Install Plumbing Fixtures @ Restroom	8d	23-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2590	Install HVAC Registers	3d	23-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2600	Install HVAC Control Devices	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2610	Install Doors / Hardware	5d	23-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

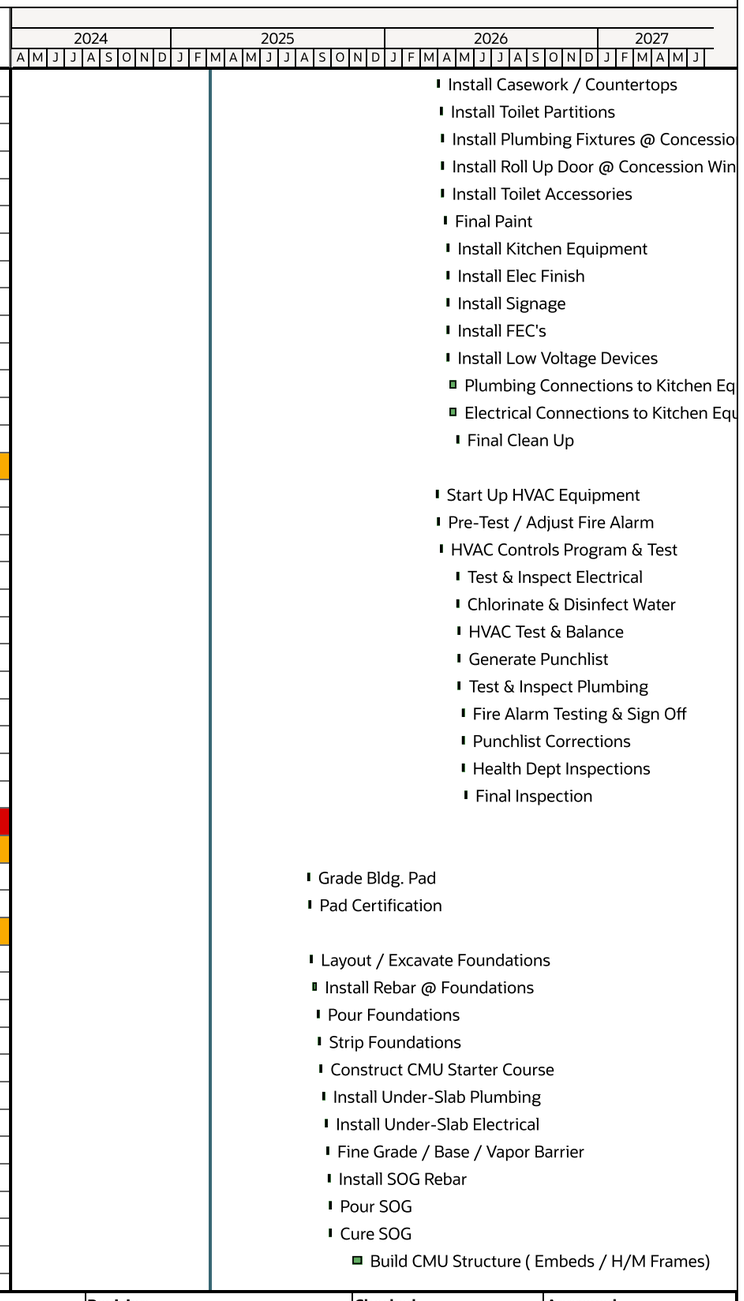


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

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ID	Name	Dur	Start	Finish	Calendar
BBF-2620	Install Casework / Countertops	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2630	Install Toilet Partitions	3d	01-Apr-26	03-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2640	Install Plumbing Fixtures @ Concession	5d	03-Apr-26	08-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2650	Install Roll Up Door @ Concession Window	3d	03-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2660	Install Toilet Accessories	3d	04-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2670	Final Paint	3d	09-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2680	Install Kitchen Equipment	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2690	Install Elec Finish	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2700	Install Signage	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2710	Install FEC's	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2720	Install Low Voltage Devices	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2730	Plumbing Connections to Kitchen Equip	10d	18-Apr-26	29-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2740	Electrical Connections to Kitchen Equip	10d	18-Apr-26	29-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2750	Final Clean Up	2d	30-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		43d	26-Mar-26	14-May-26	
BBF-2760	Start Up HVAC Equipment	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2770	Pre-Test / Adjust Fire Alarm	5d	28-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2780	HVAC Controls Program & Test	5d	01-Apr-26	06-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2790	Test & Inspect Electrical	5d	30-Apr-26	05-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2800	Chlorinate & Disinfect Water	2d	30-Apr-26	01-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2810	HVAC Test & Balance	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2820	Generate Punchlist	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2830	Test & Inspect Plumbing	5d	02-May-26	07-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2840	Fire Alarm Testing & Sign Off	5d	08-May-26	13-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2850	Punchlist Corrections	5d	08-May-26	13-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2860	Health Dept Inspections	2d	08-May-26	09-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
BBF-2870	Final Inspection	1d	14-May-26	14-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Food Service Building		175d	18-Aug-25	27-Apr-26	
Grade Bldg. Pad		5d	18-Aug-25	22-Aug-25	
FS-1000	Grade Bldg. Pad	4d	18-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1010	Pad Certification	1d	22-Aug-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		66d	23-Aug-25	29-Nov-25	
FS-1020	Layout / Excavate Foundations	3d	23-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1030	Install Rebar @ Foundations	7d	27-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1040	Pour Foundations	1d	05-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1050	Strip Foundations	1d	06-Sep-25	06-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1060	Construct CMU Starter Course	5d	08-Sep-25	12-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1070	Install Under-Slab Plumbing	3d	13-Sep-25	16-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1080	Install Under-Slab Electrical	3d	17-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1090	Fine Grade / Base / Vapor Barrier	2d	20-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1100	Install SOG Rebar	2d	23-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1110	Pour SOG	1d	25-Sep-25	25-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1120	Cure SOG	3d	26-Sep-25	28-Sep-25	7x8, no holidays - 7x8, no holidays
FS-1130	Build CMU Structure (Embeds / H/M Frames)	12d	05-Nov-25	19-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days

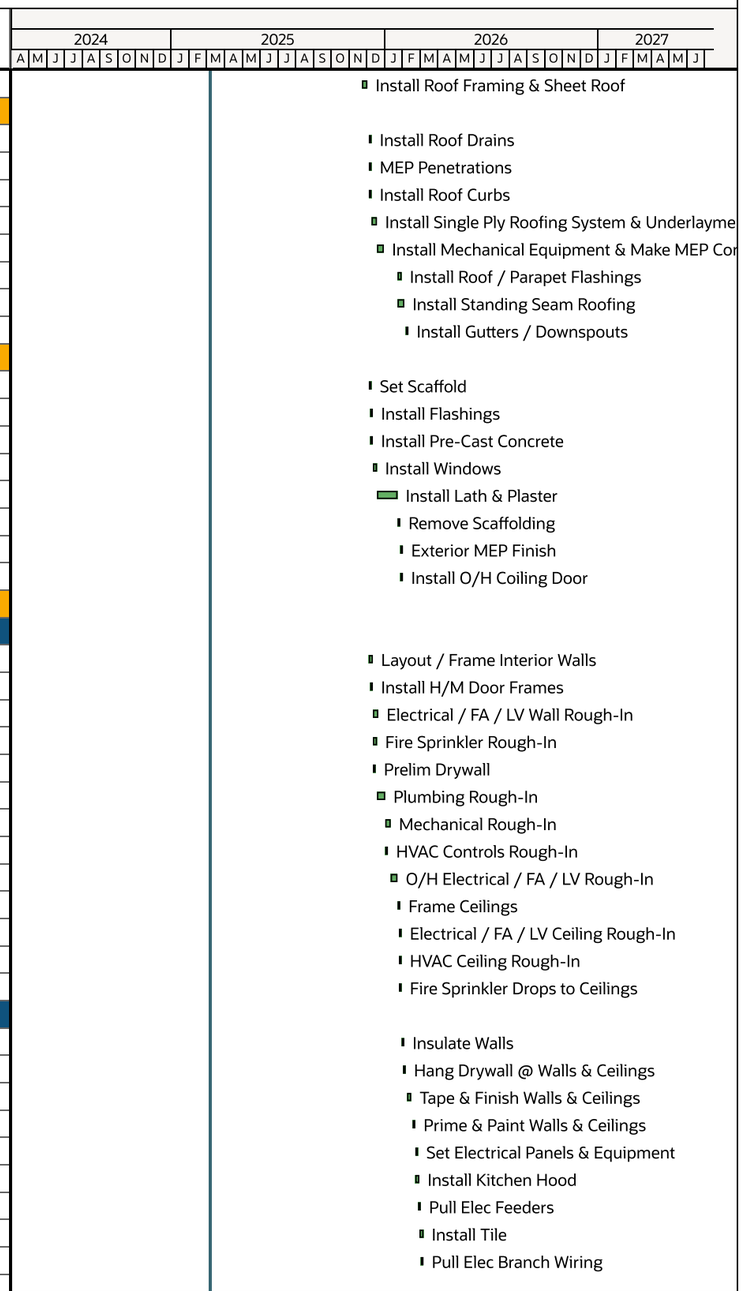


Current
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Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

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ID	Name	Dur	Start	Finish	Calendar
FS-1140	Install Roof Framing & Sheet Roof	7d	20-Nov-25	29-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		56d	01-Dec-25	05-Feb-26	
FS-1150	Install Roof Drains	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1160	MEP Penetrations	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1170	Install Roof Curbs	5d	01-Dec-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1180	Install Single Ply Roofing System & Underlayment for SS Roof	8d	06-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1190	Install Mechanical Equipment & Make MEP Connections	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1200	Install Roof / Parapet Flashings	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1210	Install Standing Seam Roofing	10d	22-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1220	Install Gutters / Downspouts	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		51d	01-Dec-25	30-Jan-26	
FS-1230	Set Scaffold	3d	01-Dec-25	03-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1240	Install Flashings	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1250	Install Pre-Cast Concrete	5d	04-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1260	Install Windows	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1270	Install Lath & Plaster	30d	16-Dec-25	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1280	Remove Scaffolding	3d	22-Jan-26	24-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1290	Exterior MEP Finish	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1300	Install O/H Coiling Door	5d	26-Jan-26	30-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
1st Floor Interior		114d	01-Dec-25	14-Apr-26	
Framing / MEP Rough-In		47d	01-Dec-25	26-Jan-26	
FS-1310	Layout / Frame Interior Walls	7d	01-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1320	Install H/M Door Frames	3d	05-Dec-25	08-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1330	Electrical / FA / LV Wall Rough-In	10d	09-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1340	Fire Sprinkler Rough-In	7d	09-Dec-25	16-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1350	Prelim Drywall	5d	09-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1360	Plumbing Rough-In	10d	17-Dec-25	29-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1370	Mechanical Rough-In	8d	30-Dec-25	08-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1380	HVAC Controls Rough-In	5d	30-Dec-25	05-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1390	O/H Electrical / FA / LV Rough-In	10d	09-Jan-26	20-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1400	Frame Ceilings	2d	21-Jan-26	22-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1410	Electrical / FA / LV Ceiling Rough-In	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1420	HVAC Ceiling Rough-In	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1430	Fire Sprinkler Drops to Ceilings	3d	23-Jan-26	26-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		67d	27-Jan-26	14-Apr-26	
FS-1440	Insulate Walls	3d	27-Jan-26	29-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1450	Hang Drywall @ Walls & Ceilings	5d	30-Jan-26	04-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1460	Tape & Finish Walls & Ceilings	8d	05-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1470	Prime & Paint Walls & Ceilings	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1480	Set Electrical Panels & Equipment	2d	20-Feb-26	21-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1490	Install Kitchen Hood	5d	20-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1500	Pull Elec Feeders	5d	23-Feb-26	27-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1510	Install Tile	7d	26-Feb-26	05-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1520	Pull Elec Branch Wiring	4d	28-Feb-26	04-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

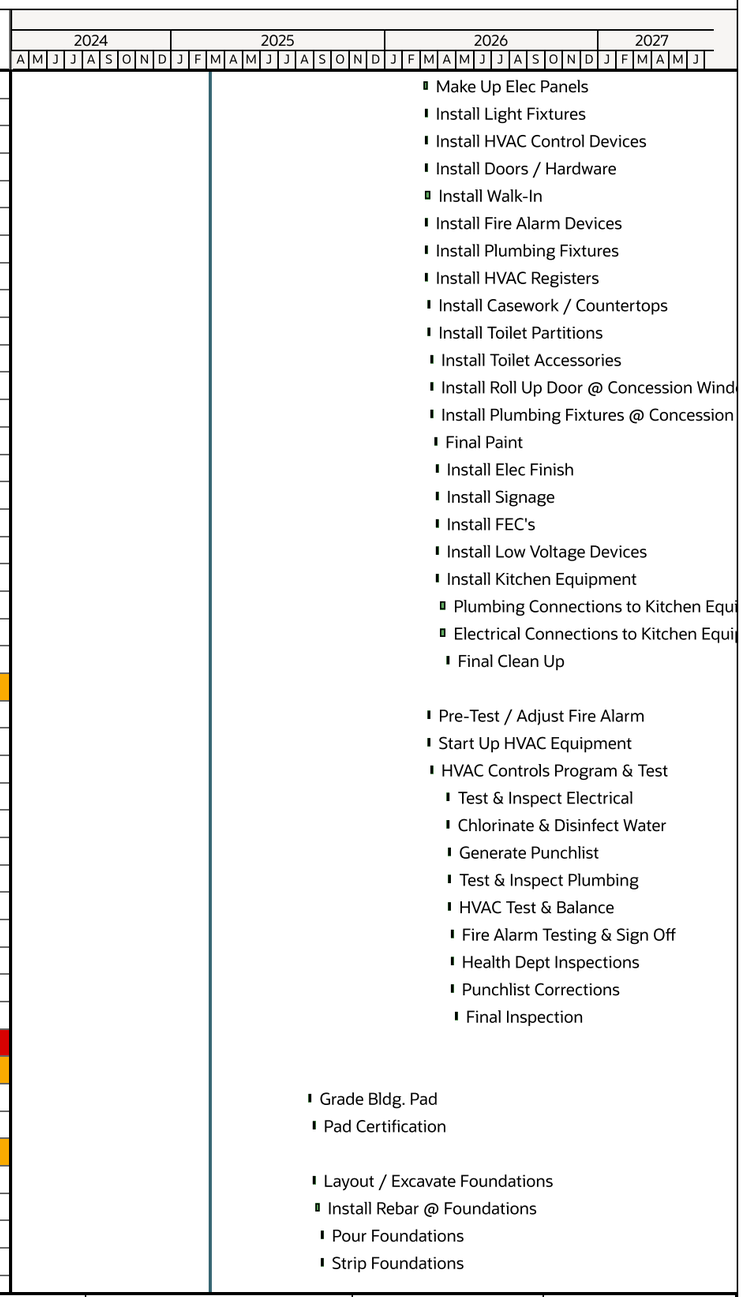


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ID	Name	Dur	Start	Finish	Calendar
FS-1530	Make Up Elec Panels	5d	05-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1540	Install Light Fixtures	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1550	Install HVAC Control Devices	2d	06-Mar-26	07-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1560	Install Doors / Hardware	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1570	Install Walk-In	10d	06-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1590	Install Fire Alarm Devices	4d	06-Mar-26	10-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1580	Install Plumbing Fixtures	5d	06-Mar-26	11-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1600	Install HVAC Registers	3d	06-Mar-26	09-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1610	Install Casework / Countertops	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1620	Install Toilet Partitions	3d	12-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1630	Install Toilet Accessories	3d	16-Mar-26	18-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1640	Install Roll Up Door @ Concession Window	3d	17-Mar-26	19-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1650	Install Plumbing Fixtures @ Concession	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1660	Final Paint	3d	23-Mar-26	25-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1670	Install Elec Finish	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1680	Install Signage	2d	26-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1690	Install FEC's	2d	26-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1700	Install Low Voltage Devices	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1710	Install Kitchen Equipment	5d	26-Mar-26	31-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1720	Plumbing Connections to Kitchen Equip	10d	01-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1730	Electrical Connections to Kitchen Equip	10d	01-Apr-26	11-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1740	Final Clean Up	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		41d	11-Mar-26	27-Apr-26	
FS-1750	Pre-Test / Adjust Fire Alarm	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1760	Start Up HVAC Equipment	5d	11-Mar-26	16-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1770	HVAC Controls Program & Test	5d	17-Mar-26	21-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1780	Test & Inspect Electrical	5d	13-Apr-26	17-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1790	Chlorinate & Disinfect Water	2d	13-Apr-26	14-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1800	Generate Punchlist	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1810	Test & Inspect Plumbing	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1820	HVAC Test & Balance	5d	15-Apr-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1830	Fire Alarm Testing & Sign Off	5d	21-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1840	Health Dept Inspections	2d	21-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1850	Punchlist Corrections	5d	21-Apr-26	25-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FS-1860	Final Inspection	1d	27-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Large Maint. Building		176d	22-Aug-25	04-May-26	
Grade Bldg. Pad		5d	22-Aug-25	27-Aug-25	
LM-1000	Grade Bldg. Pad	4d	22-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1010	Pad Certification	1d	27-Aug-25	27-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
Bldg. Foundations / Structure		68d	28-Aug-25	05-Dec-25	
LM-1020	Layout / Excavate Foundations	3d	28-Aug-25	30-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1030	Install Rebar @ Foundations	7d	02-Sep-25	09-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1040	Pour Foundations	1d	10-Sep-25	10-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1050	Strip Foundations	1d	11-Sep-25	11-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days

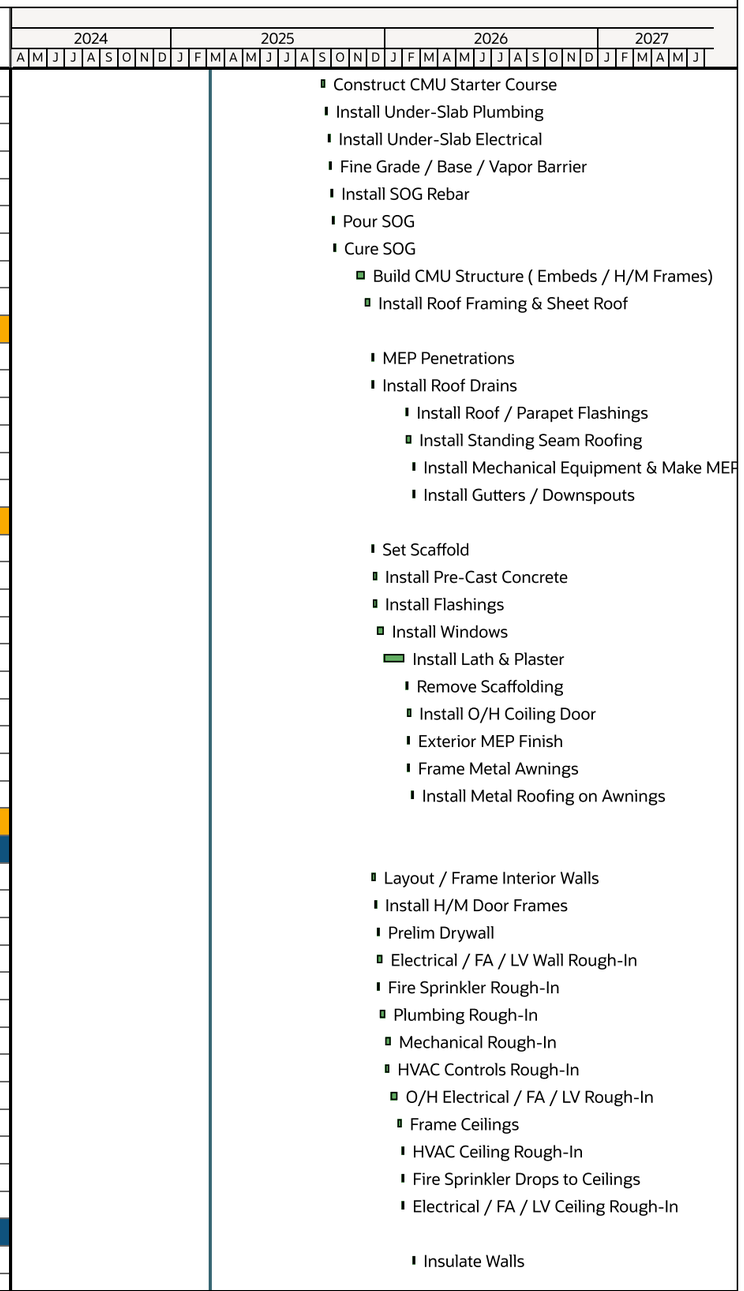


Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
LM-1060	Construct CMU Starter Course	5d	12-Sep-25	17-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1070	Install Under-Slab Plumbing	3d	18-Sep-25	20-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1080	Install Under-Slab Electrical	3d	22-Sep-25	24-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1090	Fine Grade / Base / Vapor Barrier	2d	25-Sep-25	26-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1100	Install SOG Rebar	2d	27-Sep-25	29-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1110	Pour SOG	1d	30-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1120	Cure SOG	3d	01-Oct-25	03-Oct-25	7x8, no holidays - 7x8, no holidays
LM-1130	Build CMU Structure (Embeds / H/M Frames)	12d	12-Nov-25	25-Nov-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1140	Install Roof Framing & Sheet Roof	7d	26-Nov-25	05-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Roof		63d	06-Dec-25	19-Feb-26	
LM-1150	MEP Penetrations	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1160	Install Roof Drains	5d	06-Dec-25	11-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1170	Install Roof / Parapet Flashings	5d	03-Feb-26	07-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1180	Install Standing Seam Roofing	10d	03-Feb-26	13-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1190	Install Mechanical Equipment & Make MEP Connections	5d	14-Feb-26	19-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1200	Install Gutters / Downspouts	3d	14-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Exterior		50d	06-Dec-25	17-Feb-26	
LM-1210	Set Scaffold	3d	06-Dec-25	09-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1220	Install Pre-Cast Concrete	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1230	Install Flashings	5d	10-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1240	Install Windows	10d	16-Dec-25	27-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1250	Install Lath & Plaster	30d	29-Dec-25	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1260	Remove Scaffolding	3d	03-Feb-26	05-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1270	Install O/H Coiling Door	5d	06-Feb-26	12-Feb-26	5x8, with holidays - 5x8, with holidays
LM-1280	Exterior MEP Finish	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1290	Frame Metal Awnings	5d	06-Feb-26	11-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1300	Install Metal Roofing on Awnings	5d	12-Feb-26	17-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
Interior		115d	06-Dec-25	21-Apr-26	
Framing / MEP Rough-In		48d	06-Dec-25	02-Feb-26	
LM-1310	Layout / Frame Interior Walls	7d	06-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1320	Install H/M Door Frames	3d	11-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1330	Prelim Drywall	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1340	Electrical / FA / LV Wall Rough-In	10d	15-Dec-25	26-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1350	Fire Sprinkler Rough-In	5d	15-Dec-25	19-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1360	Plumbing Rough-In	8d	20-Dec-25	30-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1370	Mechanical Rough-In	8d	31-Dec-25	09-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1380	HVAC Controls Rough-In	5d	31-Dec-25	06-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1390	O/H Electrical / FA / LV Rough-In	10d	10-Jan-26	21-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1400	Frame Ceilings	5d	22-Jan-26	27-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1410	HVAC Ceiling Rough-In	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1420	Fire Sprinkler Drops to Ceilings	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1430	Electrical / FA / LV Ceiling Rough-In	5d	28-Jan-26	02-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
General Finishes		57d	14-Feb-26	21-Apr-26	
LM-1440	Insulate Walls	2d	14-Feb-26	16-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days

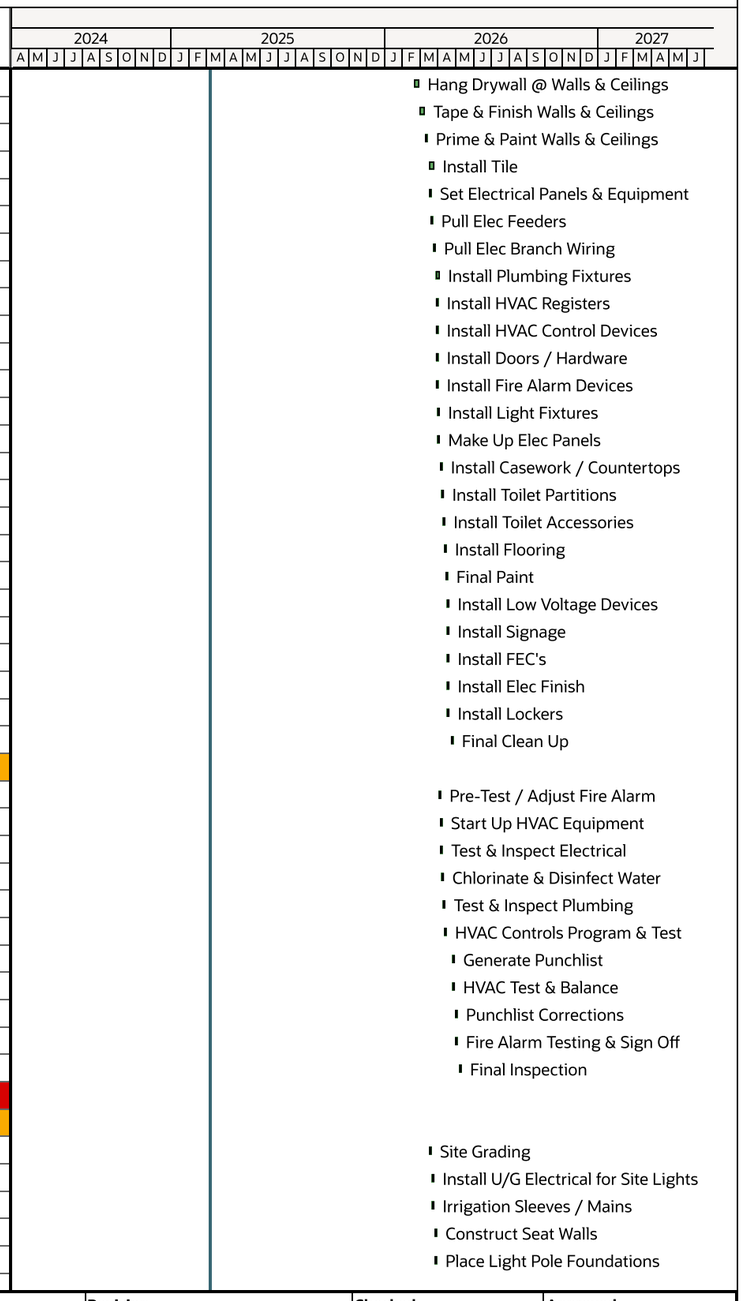


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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
LM-1450	Hang Drywall @ Walls & Ceilings	8d	17-Feb-26	25-Feb-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1460	Tape & Finish Walls & Ceilings	8d	26-Feb-26	06-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1470	Prime & Paint Walls & Ceilings	5d	07-Mar-26	12-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1480	Install Tile	10d	13-Mar-26	24-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1490	Set Electrical Panels & Equipment	2d	13-Mar-26	14-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1500	Pull Elec Feeders	5d	16-Mar-26	20-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1510	Pull Elec Branch Wiring	5d	21-Mar-26	26-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1520	Install Plumbing Fixtures	8d	25-Mar-26	02-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1530	Install HVAC Registers	3d	25-Mar-26	27-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1540	Install HVAC Control Devices	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1550	Install Doors / Hardware	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1560	Install Fire Alarm Devices	5d	25-Mar-26	30-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1570	Install Light Fixtures	5d	27-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1580	Make Up Elec Panels	5d	27-Mar-26	01-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1590	Install Casework / Countertops	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1600	Install Toilet Partitions	2d	03-Apr-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1610	Install Toilet Accessories	2d	06-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1620	Install Flooring	2d	08-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1630	Final Paint	3d	10-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1640	Install Low Voltage Devices	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1650	Install Signage	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1660	Install FEC's	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1670	Install Elec Finish	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1680	Install Lockers	2d	14-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1690	Final Clean Up	2d	20-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
Punch /Testing / Inspections		30d	31-Mar-26	04-May-26	
LM-1700	Pre-Test / Adjust Fire Alarm	5d	31-Mar-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1710	Start Up HVAC Equipment	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1720	Test & Inspect Electrical	5d	02-Apr-26	07-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1730	Chlorinate & Disinfect Water	2d	03-Apr-26	04-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1740	Test & Inspect Plumbing	5d	06-Apr-26	10-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1750	HVAC Controls Program & Test	5d	08-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1760	Generate Punchlist	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1770	HVAC Test & Balance	5d	22-Apr-26	27-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1780	Punchlist Corrections	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1790	Fire Alarm Testing & Sign Off	5d	28-Apr-26	02-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
LM-1800	Final Inspection	1d	04-May-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Areas		99d	14-Mar-26	08-Jul-26	
Plaza Between Baseball Fields 1,2,3,4		75d	14-Mar-26	09-Jun-26	
PLZB-1000	Site Grading	3d	14-Mar-26	17-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1010	Install U/G Electrical for Site Lights	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1020	Irrigation Sleeves / Mains	5d	18-Mar-26	23-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1030	Construct Seat Walls	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1040	Place Light Pole Foundations	5d	24-Mar-26	28-Mar-26	SC_610 - 6 Day Workweek / 10 Hour Days

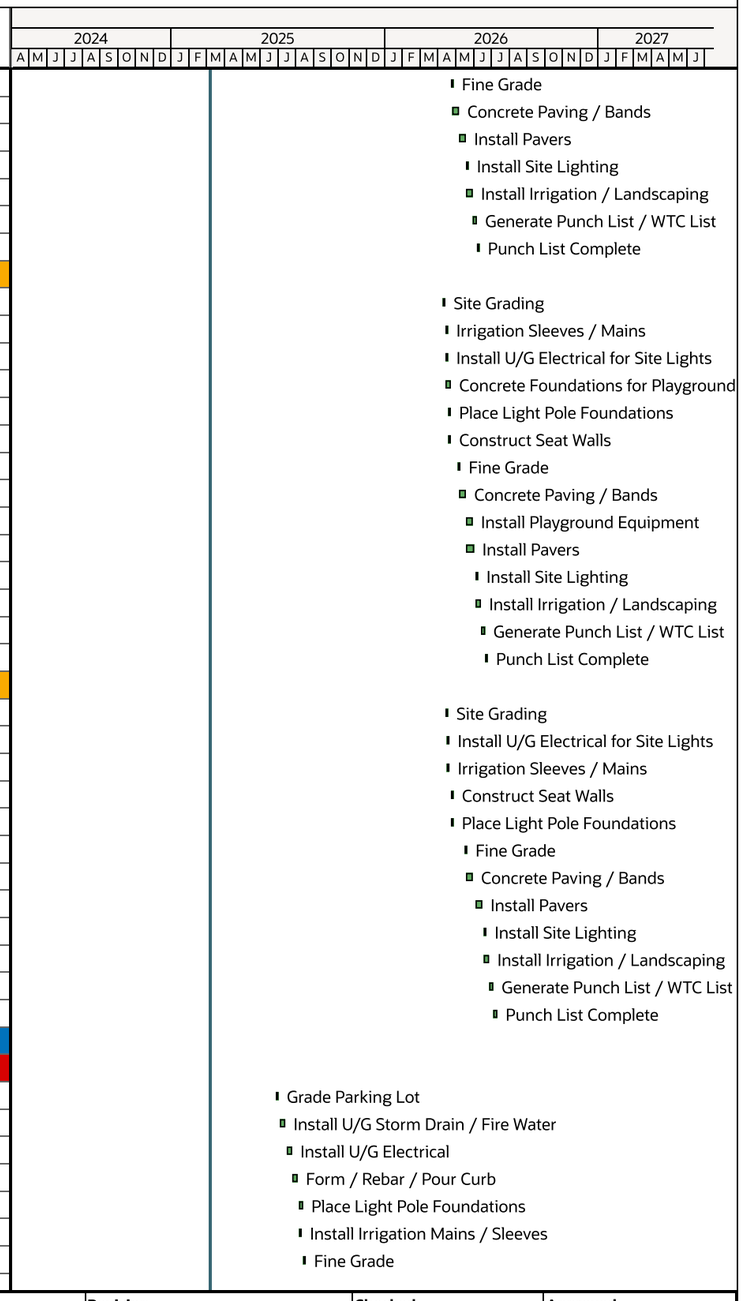


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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
PLZB-1050	Fine Grade	3d	20-Apr-26	22-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1060	Concrete Paving / Bands	10d	23-Apr-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1070	Install Pavers	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1080	Install Site Lighting	5d	16-May-26	21-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1090	Install Irrigation / Landscaping	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1100	Generate Punch List / WTC List	5d	29-May-26	03-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1110	Punch List Complete	5d	04-Jun-26	09-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Baseball Fields 1,4,5,6		67d	07-Apr-26	23-Jun-26	
PLZB-1120	Site Grading	3d	07-Apr-26	09-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1130	Irrigation Sleeves / Mains	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1140	Install U/G Electrical for Site Lights	5d	10-Apr-26	15-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1185	Concrete Foundations for Playground Equipment	10d	10-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1150	Place Light Pole Foundations	5d	16-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1160	Construct Seat Walls	5d	16-Apr-26	21-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1170	Fine Grade	3d	01-May-26	04-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1180	Concrete Paving / Bands	10d	05-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1190	Install Playground Equipment	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1200	Install Pavers	12d	16-May-26	30-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1210	Install Site Lighting	5d	01-Jun-26	05-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1220	Install Irrigation / Landscaping	10d	01-Jun-26	11-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1230	Generate Punch List / WTC List	5d	12-Jun-26	17-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1240	Punch List Complete	5d	18-Jun-26	23-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Plaza Between Soccer Fields 5,6,7,8		76d	10-Apr-26	08-Jul-26	
PLZB-1250	Site Grading	3d	10-Apr-26	13-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1260	Install U/G Electrical for Site Lights	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1270	Irrigation Sleeves / Mains	5d	14-Apr-26	18-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1280	Construct Seat Walls	5d	20-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1290	Place Light Pole Foundations	5d	20-Apr-26	24-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1300	Fine Grade	3d	13-May-26	15-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1310	Concrete Paving / Bands	10d	16-May-26	28-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1320	Install Pavers	12d	01-Jun-26	13-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1330	Install Site Lighting	5d	15-Jun-26	19-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1340	Install Irrigation / Landscaping	10d	15-Jun-26	25-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1350	Generate Punch List / WTC List	5d	26-Jun-26	01-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1360	Punch List Complete	5d	02-Jul-26	08-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lots		246d	25-Jun-25	12-Jun-26	
Parking Lot A		56d	25-Jun-25	13-Sep-25	
PLA-1000	Grade Parking Lot	5d	25-Jun-25	30-Jun-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1010	Install U/G Storm Drain / Fire Water	10d	01-Jul-25	12-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1020	Install U/G Electrical	8d	14-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1030	Form / Rebar / Pour Curb	10d	23-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1040	Place Light Pole Foundations	7d	04-Aug-25	11-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1050	Install Irrigation Mains / Sleeves	5d	04-Aug-25	08-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1060	Fine Grade	4d	12-Aug-25	15-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days

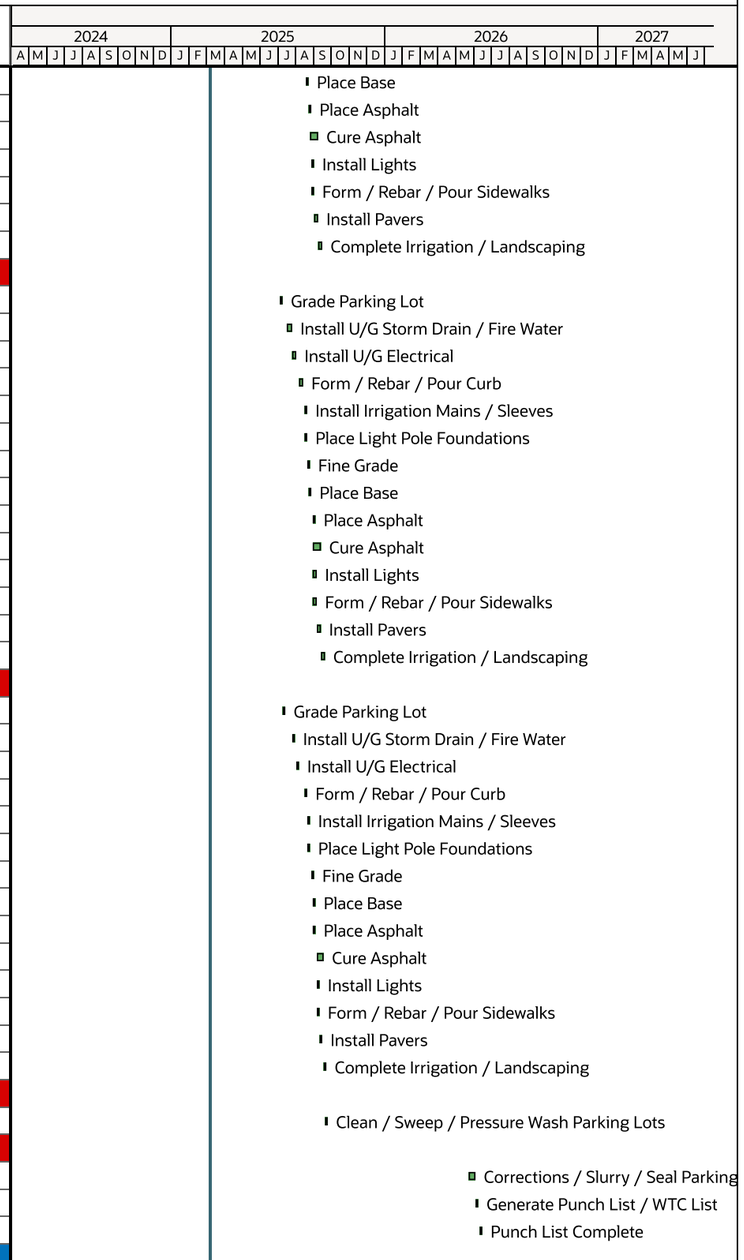


Current
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Tilden-Coil CONSTRUCTORS
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ID	Name	Dur	Start	Finish	Calendar
PLA-1070	Place Base	5d	16-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1080	Place Asphalt	2d	22-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1090	Cure Asphalt	14d	24-Aug-25	06-Sep-25	7x8, no holidays - 7x8, no holidays
PLA-1100	Install Lights	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1110	Form / Rebar / Pour Sidewalks	5d	25-Aug-25	29-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1120	Install Pavers	5d	30-Aug-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLA-1130	Complete Irrigation / Landscaping	7d	06-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lot B		56d	01-Jul-25	18-Sep-25	
PLB-1000	Grade Parking Lot	4d	01-Jul-25	05-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1010	Install U/G Storm Drain / Fire Water	8d	14-Jul-25	22-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1020	Install U/G Electrical	6d	23-Jul-25	29-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1030	Form / Rebar / Pour Curb	8d	04-Aug-25	12-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1040	Install Irrigation Mains / Sleeves	4d	13-Aug-25	16-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1050	Place Light Pole Foundations	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1060	Fine Grade	3d	19-Aug-25	21-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1070	Place Base	4d	22-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1080	Place Asphalt	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1090	Cure Asphalt	14d	29-Aug-25	11-Sep-25	7x8, no holidays - 7x8, no holidays
PLB-1100	Install Lights	4d	29-Aug-25	03-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1110	Form / Rebar / Pour Sidewalks	5d	29-Aug-25	04-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1120	Install Pavers	5d	05-Sep-25	10-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLB-1130	Complete Irrigation / Landscaping	7d	11-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Lot C		54d	07-Jul-25	19-Sep-25	
PLC-1000	Grade Parking Lot	3d	07-Jul-25	09-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1010	Install U/G Storm Drain / Fire Water	5d	23-Jul-25	28-Jul-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1020	Install U/G Electrical	4d	30-Jul-25	02-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1030	Form / Rebar / Pour Curb	5d	13-Aug-25	18-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1040	Install Irrigation Mains / Sleeves	5d	19-Aug-25	23-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1050	Place Light Pole Foundations	4d	19-Aug-25	22-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1060	Fine Grade	2d	25-Aug-25	26-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1070	Place Base	2d	27-Aug-25	28-Aug-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1080	Place Asphalt	3d	29-Aug-25	02-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1090	Cure Asphalt	14d	03-Sep-25	16-Sep-25	7x8, no holidays - 7x8, no holidays
PLC-1100	Install Lights	3d	03-Sep-25	05-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1110	Form / Rebar / Pour Sidewalks	5d	03-Sep-25	08-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1120	Install Pavers	5d	09-Sep-25	13-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
PLC-1130	Complete Irrigation / Landscaping	5d	15-Sep-25	19-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Clean Up Parking Lots		5d	17-Sep-25	22-Sep-25	
A11350	Clean / Sweep / Pressure Wash Parking Lots	5d	17-Sep-25	22-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
Corrections / Slurry / Seal Parking Lots		21d	20-May-26	12-Jun-26	
PLC-1140	Corrections / Slurry / Seal Parking Lots	10d	20-May-26	01-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1370	Generate Punch List / WTC List	5d	02-Jun-26	06-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
PLZB-1380	Punch List Complete	5d	08-Jun-26	12-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Steel Fencing		52d	28-Mar-26	27-May-26	

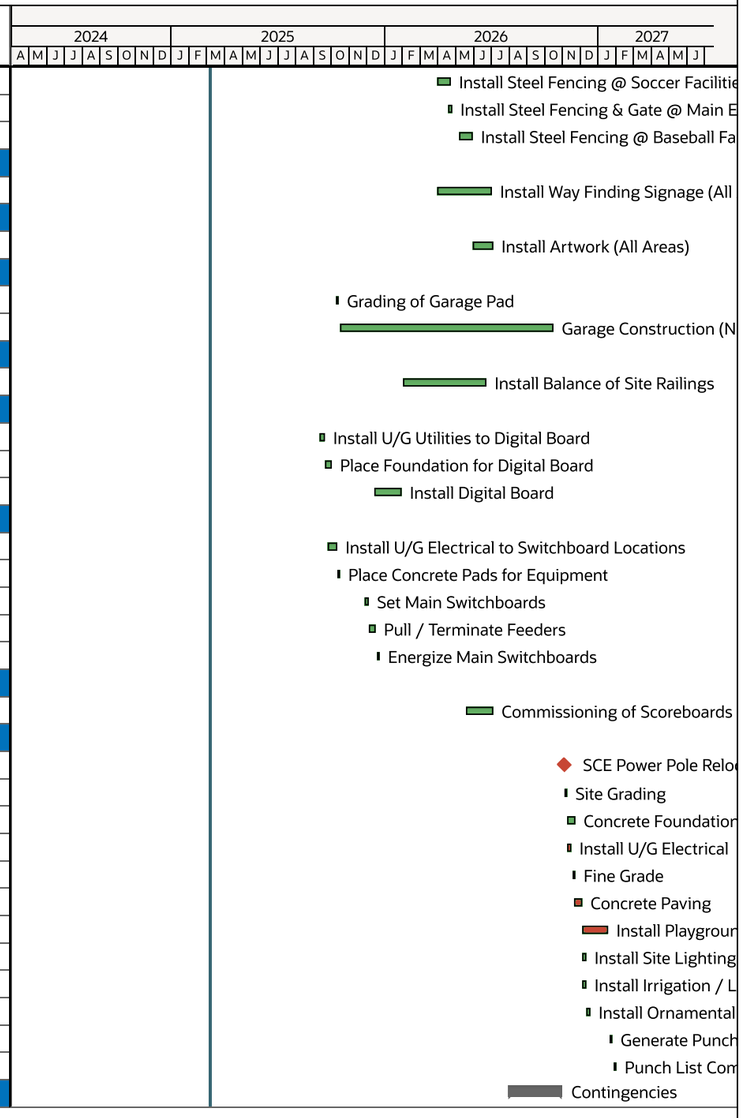


Current
Progress
Critical
Milestones
Summary

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Building with Integrity Since 1938

Date	Revision	Checked	Approved

ID	Name	Dur	Start	Finish	Calendar
FENC-1000	Install Steel Fencing @ Soccer Facilities	20d	28-Mar-26	20-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FENC-1010	Install Steel Fencing & Gate @ Main Entry	8d	15-Apr-26	23-Apr-26	SC_610 - 6 Day Workweek / 10 Hour Days
FENC-1020	Install Steel Fencing @ Baseball Facilities	20d	04-May-26	27-May-26	SC_610 - 6 Day Workweek / 10 Hour Days
Way Finding Signage (All Areas)		81d	28-Mar-26	30-Jun-26	
A11330	Install Way Finding Signage (All Areas)	80d	28-Mar-26	30-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Artwork Installation (All Areas)		30d	29-May-26	02-Jul-26	
A11340	Install Artwork (All Areas)	30d	29-May-26	02-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Parking Garage		261d	06-Oct-25	14-Oct-26	
GAR-1000	Grading of Garage Pad	5d	06-Oct-25 C	10-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
GAR-1010	Garage Construction (NIC)	255d	13-Oct-25	14-Oct-26	5x8, with holidays - 5x8, with holidays
Site Railings		121d	31-Jan-26	20-Jun-26	
RAIL-1000	Install Balance of Site Railings	120d	31-Jan-26	20-Jun-26	SC_610 - 6 Day Workweek / 10 Hour Days
Digital Board		118d	08-Sep-25	28-Jan-26	
DB-1000	Install U/G Utilities to Digital Board	10d	08-Sep-25	18-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
DB-1010	Place Foundation for Digital Board	10d	19-Sep-25	30-Sep-25	SC_610 - 6 Day Workweek / 10 Hour Days
DB-1020	Install Digital Board	40d	11-Dec-25	28-Jan-26	SC_610 - 6 Day Workweek / 10 Hour Days
Main Switchboards		70d	22-Sep-25	15-Dec-25	
MSB-1000	Install U/G Electrical to Switchboard Locations	15d	22-Sep-25	08-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1010	Place Concrete Pads for Equipment	5d	09-Oct-25	14-Oct-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1020	Set Main Switchboards	5d	25-Nov-25	02-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1030	Pull / Terminate Feeders	10d	03-Dec-25	13-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
MSB-1040	Energize Main Switchboards	1d	15-Dec-25	15-Dec-25	SC_610 - 6 Day Workweek / 10 Hour Days
Commissioning		41d	15-May-26	01-Jul-26	
CX-1000	Commissioning of Scoreboards / Digital Board / AV	40d	15-May-26	01-Jul-26	SC_610 - 6 Day Workweek / 10 Hour Days
Late Phase (After Relocation of SCE Poles)		60d	02-Nov-26	29-Jan-27	
LP-1000	SCE Power Pole Relocation	0d		02-Nov-26 C	5x8, with holidays - 5x8, with holidays
LP-1010	Site Grading	4d	02-Nov-26	05-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1025	Concrete Foundations for Playground Equipment	10d	06-Nov-26	20-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1020	Install U/G Electrical	5d	06-Nov-26	13-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1030	Fine Grade	3d	16-Nov-26	18-Nov-26	5x8, with holidays - 5x8, with holidays
LP-1040	Concrete Paving	8d	19-Nov-26	02-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1050	Install Playground Equipment	30d	03-Dec-26	15-Jan-27	5x8, with holidays - 5x8, with holidays
LP-1060	Install Site Lighting	5d	03-Dec-26	09-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1070	Install Irrigation / Landscaping	5d	03-Dec-26	09-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1080	Install Ornamental Fencing	5d	10-Dec-26	16-Dec-26	5x8, with holidays - 5x8, with holidays
LP-1090	Generate Punch List / WTC List	5d	18-Jan-27	22-Jan-27	5x8, with holidays - 5x8, with holidays
LP-1100	Punch List Complete	5d	25-Jan-27	29-Jan-27	5x8, with holidays - 5x8, with holidays
Contingencies		66d	27-Jul-26	27-Oct-26	



Current
Progress
Critical
Milestones
Summary

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Date	Revision	Checked	Approved

EXHIBIT "C"

COMPENSATION

NTE $757,858

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Communications and Community Relations Prepared By: Dan Bell Staff Member Presenting: Dan Bell, Communications and Community Relations Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: 2025 RESIDENT SATISFACTION SURVEY RESULTS

RECOMMENDATION: That the City Council receive and file the 2025 Resident Satisfaction Survey results and direct staff to incorporate the findings into strategic planning and performance-based initiatives.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: There is no direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: Every two years, the City of Ontario conducts a Resident Satisfaction Survey to evaluate community sentiment, assess public service delivery, and identify emerging needs. The 2025 survey builds on prior efforts conducted in 2021 and 2023, enabling the City to monitor trends over time and align municipal priorities with resident feedback.

From February 6 through 19, 2025, Fairbank, Maslin, Maullin, Metz & Associates (FM3) conducted a random-sample survey of 547 adult residents. Participants were 18 years of age or older and represented a broad cross-section of the community. The survey aimed to better understand public opinion on quality of life, service performance, and future opportunities afforded in Ontario.

The survey was administered using a dual-mode methodology—via telephone and online—with residents receiving invitations through email, text message, and phone calls. To support broader participation, it was offered in both English and Spanish.

The 2025 results reflect several encouraging trends. Seventy-three percent (73%) of respondents rated Ontario as a good or excellent place to live, up from 66% in 2023. Sixty percent (60%) believe

the City is headed in the right direction, marking an eight-point gain from previous years. Residents praised Ontario's safe neighborhoods, abundant recreational and retail amenities, and strategic location near major highways, regional destinations, and employment centers.

Ratings for City services also improved. Fifty-nine percent (59%) of residents gave favorable marks to overall City service delivery, a 14-point increase from the previous survey. High-performing areas included fire protection, paramedic response, library programming, and community events such as the Summer Concert Series and Independence Day Parade. Additional gains were noted in road maintenance, 911 emergency response, traffic safety, and business attraction.

Continued attention is needed in several areas— particularly addressing homelessness, enhancing environmental programs, and maintaining local road infrastructure. Housing affordability and assistance in buying a home were also seen as priorities.

Overall, the 2025 Resident Satisfaction Survey demonstrates that Ontario residents continue to value the City's direction, while also providing clear input on where strategic improvements can be made.

FM3 RESEARCH | OPINION RESEARCH & STRATEGY

March 31, 2025

320-1188

Table of Contents

INTRODUCTION AND METHODOLOGY 3

SUMMARY OF FINDINGS 5

PART 1: PERCEPTIONS OF LIFE IN ONTARIO 5
PART 2: PERCEPTIONS OF ONTARIO CITY GOVERNMENT 7
PART 3: PERCEPTIONS OF NEIGHBORHOOD SAFETY AND EMERGENCY PREPAREDNESS 9
PART 4: CITY PARKS 10
PART 5: OPINIONS OF CITY POLICIES AND PROPOSALS 11
PART 6: SOURCES OF INFORMATION 12

DETAILED FINDINGS 13

SECTION 1: PERCEPTIONS OF LIFE IN ONTARIO 13
1.1 Ontario as a Place to Live 13
1.2 City's Direction 14
1.3 Best Aspects of Living in Ontario 15
1.4 Concerns Among Residents 18
SECTION 2: PERCEPTIONS OF ONTARIO CITY GOVERNMENT 28
2.1 Overall Impression of City Government Performance 28
2.2 Satisfaction with City Services 31
2.3 Perception of Need for More Funding 38
SECTION 3: PERCEPTIONS OF NEIGHBORHOOD SAFETY AND EMERGENCY PREPAREDNESS 39
3.1 Crime in Neighborhood 39
3.2 Emergency Preparedness 43
SECTION 4: CITY PARKS 44
SECTION 5: OPINIONS OF CITY POLICIES AND PROPOSALS 47
5.1 Home Ownership and First-Time Buying Assistance Program 47
5.2 Charter City Proposal 48
SECTION 6: SOURCES OF INFORMATION 50
SECTION 7: SUMMARY OF RESULTS BY CITY COUNCIL DISTRICTS 52
District 1 52
District 2 52
District 3 53
District 4 54

List of Figures

Figure 1: Ratings of Ontario as a Place to Live, 2021-2025 13
Figure 2: City of Ontario's Direction, 2021-2025 14
Figure 3: What Like best About Living in Ontario, 2025 16
Figure 4: What Like best About Living in Ontario, 2021-2025 17
Figure 5: Biggest Issues of Concern Facing Residents of Ontario, 2025 19
Figure 6: Biggest Issues of Concern Facing Residents of Ontario, 2021-2025 20
Figure 7: Ranking of Issue Concerns, 2025 24
Figure 8: Issue Concerns, 2021-2025 26
Figure 9: Rating of Job Being Done by City Government in Providing Services to Residents, 2021-2025 28
Figure 10: Job Rating of City Government's Services to Residents by Demographic Groups 30
Figure 11: Satisfaction with City Services, 2025 33
Figure 12: Satisfaction with City Services, 2021-2025 35
Figure 13: Satisfaction with City Services, 2021-2025 36
Figure 14: Perception of Need for Additional Funding To Provide Services 38
Figure 15: Perception of Change in Neighborhood Crime in the Last Five Years, 2021-2025 39
Figure 16: Perception of Change in Neighborhood Crime in the Last Five Years by Area 40
Figure 17: Perception of Safety at Night in Neighborhood or Closest Park, 2021-2025 41
Figure 18: Most Serious Public Safety Concern in Your Neighborhood, 2025 42
Figure 19: Preparedness for a Natural Disaster 43
Figure 20: Frequency of Visiting City Parks, 2025 44
Figure 21: Features that Would Increase Likelihood of Visiting a City Park, 2025 46
Figure 22: Interest in Homeownership in Ontario Among Renters And Confidence in Affording to Do So 47
Figure 23: Support/Opposition for a First-Time Homebuyer Down Payment Assistance Program 48
Figure 24: Support/Opposition Toward Becoming a Charter City Before and After Information 49
Figure 25: Use of Sources for Information on City programs, Events, and Issues. 2021-2025 51
Figure 26: Ranking of Issue Concerns by City Council District, 2025 55

INTRODUCTION AND METHODOLOGY

From February 6 through 19, 2025, Fairbank, Maslin, Maullin, Metz & Associates (FM3) conducted a random-sample survey among 547 City of Ontario adult residents 18 years of age and older. The survey was commissioned by the City of Ontario to better understand residents' opinions and attitudes toward issues affecting Ontario as well as the delivery of City services. The survey was also designed to measure any changes in opinion from surveys conducted in 2021 and 2023.

The survey was conducted using a dual-mode methodology where interviews are conducted by telephone and online, and residents were invited to take the survey via email and texts as well as by phone. The survey was offered in English and Spanish.

The margin of error for the survey sample as a whole is +/- 4.4% at the 95% confidence level, and for split-sampled questions—those asked of half of the sample—the margin of error is +/- 6.2%. For smaller subgroups of the sample, the margin of error is larger.

Additionally, the sum of two parts may not add up to the whole because of rounding. For example, if 34.3 percent of residents gave an "excellent" review and 21.3 percent gave a "good" review, the total for positive reviews would equal 56 percent, not the 55 percent one would expect from adding up the two parts.

It is also important to note when reviewing this report that there are correlations between subgroups. For example, renters are more likely to be younger, less affluent, and less educated. There are fewer renters in District 3 (26%) than in Districts 1 (42%), 2 (39%) and 4 (45%). And people of color are more likely to be renters. Therefore, we may see a finding where renters are more likely to give a certain response, as are younger, less affluent, and less educated respondents and people of color and residents outside of District 3.

As mentioned, the study was conducted using a dual-mode methodology (online and by telephone) with an address-based sample—a sampling and contact methodology that is considered the best practice at this time. This approach for gathering statistically-reliable data on the opinions of adult residents within a given jurisdiction draws a random sample of residential households (sourced from lists provided by the U.S. Postal Service), matches these residential addresses against publicly-available and commercially-available lists to acquire the names and contact information (phone numbers and email addresses) of the residents, and interviews them by telephone (landlines and cellular phones) and online. While many respondents are willing to offer their opinions through a telephone survey, there are several identifiable segments of the population who are more likely to respond to an online version of the survey. In this way, combining the data from the telephone and online surveys produces an all-inclusive, representative sample of Ontario residents. The resulting data were weighted using figures from the U.S. Census Bureau to ensure that demographic and geographic community characteristics of residents 18 years of age or older within the surveyed jurisdiction is proportionally represented by the final survey results.

This report compares findings to the 2021 and 2023 City of Ontario Resident Satisfaction Surveys, when applicable, which were conducted using the same research methodology (although, in 2021, Spanish-language interviews were only offered on the telephone). Within the margin of error, the 2021, 2023, and the current survey

respondents' demographics mirror Ontario adult residents' demographics and the results can be generalized to the Ontario adult population.

Below is an outline of the various sections of the report where the results are presented in detail:

- **Part 1** examines Ontario residents' general attitudes toward the City and their perceptions of Ontario as a place to live as well as the level of concern they feel about issues in the City of Ontario.
- **Part 2** assesses perceptions of Ontario City government, including views on the delivery of services generally as well as satisfaction with specific services provided by Ontario City government. For the first time in the Ontario Resident Satisfaction Survey, this year's survey also explored residents' opinions on the City's need for more funding to provide the level of services residents need and want.
- **Part 3** looks at perceptions of safety in their neighborhoods and opinions on whether crime in their neighborhood has increased, decreased, or stayed about the same. For the first time this year, this section also explores how prepared residents feel they are for a natural disaster.
- **Part 4** measures how often residents visit the City's parks and what features would increase their likelihood to do so. These questions were asked for the first time this year.
- **Part 5** explores opinions on potential policies or programs, including a first-time buyer assistance program and Ontario becoming a Charter City. These questions were also asked for the first time this year.
- **Part 6** determines sources used for information about City programs, events, and issues.
- **Part 7** provides a summary of notable differences or key findings by City Council Districts.

Full topline results of the current survey are included at the end of the report as Appendix A.

SUMMARY OF FINDINGS

Part 1: Perceptions of Life in Ontario

Strong proportions of residents view the City positively as a place to live and are optimistic about the City's direction. Moreover, positive perceptions in these areas are up notably from the 2023 survey. Residents continue to most appreciate the City's quiet, small-town feel; convenient location; and availability of activities—Ontario "has everything." While crime and homelessness remain the most salient issues, the survey consistently finds a softening or lower level of concern about these issues compared to 2023—a finding that may stand behind the more positive reviews of the City generally. However, the survey reveals that concerns related to housing, including the cost of housing and the ability to purchase a home, continue to grow and intensify. Housing issues and, relatedly, the cost of living generally rank higher on a list of concerns than issues related to crime.

- Nearly three out of four (73%) respondents consider Ontario to be an "excellent" (17%) or "good" (56%) place to live. While 23 percent have a "just fair" impression (suggesting an average review), only four percent view the City poorly in this regard. This positive sentiment is up seven points from 66 percent in 2023, returning it to near 2021 levels (76% at that time). Furthermore, Ontario's reviews as a place to live are more positive in comparison to what FM3 has found in many other jurisdictions throughout the state. (Section 1.1)

- Six in 10 (60%) believe that the City is headed in the right direction, and this optimism is up eight points from 52 percent in 2023. Furthermore, the proportion who feel things are off on the wrong track declined from 30 percent in 2023 to 19 percent currently. And while the proportion feeling optimistic has not quite returned to the level found at the time of the 2021 survey (66% right direction at that time), again, this is a stronger level of optimism than FM3 has seen in many other jurisdictions in the state in recent times. (Section 1.2)

- Residents value the City of Ontario's small-town feel, availability of activities, and convenient location. When asked to volunteer in their own words what they like best about living in Ontario, the highest proportion mentioned attributes related to Ontario's location, including 15 percent specifically mentioning its convenience and location in general; 10 percent that it is close to freeways, mountains, the ocean, Los Angeles, or their workplace; four percent that it is close to the airport, and two percent that it is close to family. The next most mentioned responses relate to the City's size, including 16 percent volunteering Ontario's safe, quiet, small-town feel and two percent naming the City's low population and little traffic. Another 16 percent volunteered that the best thing about living in Ontario is the City's activities, including shopping and restaurants and that Ontario "has everything," and 14 percent the community and their neighbors. The proportion volunteering that the availability of activities is what they like best about living in Ontario has grown consistently since 2021. At that time, eight percent gave this response, compared to 12 percent in 2023 and 16 percent currently. (Section 1.3)

- Homelessness and crime remain the most salient issues to Ontario residents. When asked what they consider the most serious issue facing the residents of Ontario that they would like to see City government do something about, one in four (25%) volunteered homelessness. Issues related to crime are the second most

mentioned, including crime generally (11%), speeding and unsafe driving conditions (3%), the lack of a police presence (3%), and drugs and drug abuse (2%).

Notably, the saliency of both homelessness and crime has declined compared to 2023. The proportion mentioning homelessness fell from 38 percent in 2023 to 25 percent currently—a 13-point decline (and closer to the 28% who gave this response in 2021). Eighteen percent (18%) volunteered crime in general in 2021 and 17 percent did so in 2023—both higher than the 11 percent currently.

Concern about construction, development, and overpopulation follows in saliency, and the proportion for whom this issue is top of mind continues to increase—perhaps reflecting Ontario's investment in City infrastructure. Fourteen percent (14%) volunteered issues related to construction, development, and overpopulation as their top concern. This compares to 12 percent giving this response in 2023 and a much lower two percent in 2021. Given the value of the City's small-town feel, it is not surprising that development has been met by many as a concern. Included in this category are concerns about there being too many warehouses—with five percent volunteering this concern—statistically unchanged from six percent in 2023 but both up notably from less than one percent in 2021.

Rounding out the most mentioned issues is housing costs and affordable housing, with 11 percent volunteering this issue—up from seven percent in 2021 and eight percent in 2023. (Section 1.4)

- When provided with a list of issues and asked to rate how serious they consider each one, homelessness remains at the top of the list. However, *the cost of living*—asked for the first time this year—generates a statistically equal level of concern, and issues related to housing costs generate more concern than issues related to crime. While homelessness and crime remain top concerns, the intensity of concern has declined since 2023—consistent with the finding in the open-ended question asking residents what is their top concern. (Section 1.4)

- The *cost of living* is a serious concern to nearly nine in 10 residents, at 88 percent, and considered a "very" serious issue by 55 percent.

- Eighty-five percent (85%) called *the number of individuals who are homeless* a serious problem, with 49 percent calling it "very" serious. The proportion calling this issue serious overall is little changed since 2021, but the proportion calling it "very" serious has declined from 55 percent in 2021 and 61 percent in 2023 to 49 percent currently.

    - The proportion calling issues related to housing serious concerns continues to grow. This includes *the cost of housing* (75% in 2021 to 83% in 2025) and *a lack of affordable housing*[1] (71% in 2021 to 79% in 2025). Issues related to the ability to purchase a house were asked for the first time this year and generate some of the strongest concern, including *the ability to purchase a house* (81%, 57% very serious) and *the difficulty for residents who have grown up in Ontario to own a home in the City* (78%, 57% very serious).

[1] *Affordable housing* is a term that can be interpreted in different ways by residents, such as meaning affordable to the average resident or low-income housing.

- Crime-related issues fall behind those related to homelessness, the cost of living, and housing—with concern down about crime compared to past surveys. While a still high 67 percent consider *crime in general* to be a serious concern (33% very serious), this is down 11 points from 78 percent in 2021 and 2023 (and the proportion calling it very serious is down from 40% in 2021 and 42% in 2023). Serious concern about other issues related to crime declined compared to 2023, including *drug use and abuse* (8 point decline); *use and abuse of drugs such as opioids and fentanyl* (7 points); *speeding and unsafe driving* (6 points); and *burglary, car theft, and other property crimes* (5 points).

- Rounding out the most mentioned concerns is *the loss of local business*. Seventy-seven percent (77%) consider this a serious concern (39% very serious)—up slightly from 72 percent in 2023. The proportion giving this response more closely reflects the 78 percent who did so in 2021—a time when local businesses were particularly impacted by the COVID-19 pandemic.

- While not among the top issues, the results show growing concern about *the amount of taxes people have to pay for city services.* In the current study 68 percent called this a serious concern, which continues the upward trend from 59 percent in 2021 and 65 percent in 2023.

- Concern about *the number of warehouses and industrial buildings in the city* is little changed from 2023, with 54 percent calling it a serious concern currently compared to 58 percent in 2023. These results remain up from 44 percent in 2021.

Part 2: Perceptions of Ontario City Government

As with overall impressions of the City, the City's job rating has rebounded from 2023, with six in 10 giving the City of Ontario a positive rating for the job it is doing in providing services to Ontario residents (and just 7% a "poor" review). Furthermore, residents are satisfied on average with 22 of the 24 specific services tested in the survey, with satisfaction strongest toward public safety services; library services; special events; and services related to maintaining the appearance of the city, including *tree trimming*, *landscaping on streets and other public areas, and graffiti removal*. The City gets its weakest reviews for *addressing homelessness* and *management of City government finances.*

- Fifty-nine percent (59%) of respondents gave Ontario City government an "excellent" (12%) or "good" (48%) review for the job it is doing providing services to residents, while another 27 percent gave the City a "just fair" rating (often considered an "average" review) for providing services, and seven percent have a "poor" impression. Positive reviews are up 14 points from 2023 (59 percent to 45 percent in 2023) and have returned to 2021 levels (57% at that time). (Section 2.1)

- Ontario residents are satisfied on average with 22 of the 24 specific City services tested this year, with the exceptions being *addressing homelessness* and *management of city government finances.* Using a 7-point scale, residents were asked to rate their satisfaction where a "1" indicated they are not at all satisfied and a

"7" indicated they are very satisfied with the job Ontario City government is doing in providing that service. The level of satisfaction was evaluated using both the mean (average) score and the proportion who gave each item a 6 or 7 rating which indicates they are very satisfied with the service. (Section 2.2)

- Public safety-related services are ranked at the top in terms of satisfaction as well as a few services related to city upkeep. The services generating the strongest satisfaction include the following:

  - *Fire protection and paramedic services* (mean rating of 5.9 and 6-7 rating of 62%, indicating very satisfied)
  - *Library services* (5.8, 55%)
  - *Special City events, such as the 4th of July parade and summer concerts in the park* (5.8, 59%)
  - *911 emergency response* (5.7, 53%)
  - *Tree trimming* (5.2, 49%)
  - *Landscaping on street medians and other public areas* (5.2, 43%)
  - *Graffiti removal* (5.1, 39%)
  - *Police protection in your neighborhood* (5.0, 45%)
  - *Condition of city parks* (5.0, 42%)—asked for the first time this year

  Satisfaction as measured by either the mean score or "6" or "7" rating improved in all these areas other than for fire protection (which has consistently been well-reviewed).

- Services generating slightly lower satisfaction mean ratings or "6"/"7" scores include those related to community programs and maintenance, including:

  - *Cultural and arts opportunities* (mean rating of 5.0 and 6-7 rating of 34%)
  - *Activities for children and youth* (5.0, 30%)—asked for the first time this year
  - *Senior programs* (4.9 and 6-7 rating of 21%)—45 percent were unable to give an opinion
  - *Maintaining traffic safety* (4.8, 39%)
  - *Sidewalk maintenance* (4.7, 34%)
  - *Keeping city streets and alleys clean* (4.7, 34%)
  - *Afterschool activities for young people* (4.7, 25%)

- The City gets more modest satisfaction ratings—albeit all above the mid-point—for *preventing street flooding* (4.6 mean rating and 6-7 rating of 34%); *enforcing city codes to keep neighborhoods safe and clean* (4.6, 29%); *parking enforcement* (4.5, 30%); *retaining and attracting local businesses* (4.5, 24%); *programs that protect the environment* (4.3, 21%)—34 percent were unable to give an opinion; and *local road maintenance* (4.3, 29%).

- The areas where the City receives ratings at or below the midpoint are for *management of city government finances* (4.0, 14%—39% unable to give an opinion) and *addressing homelessness* (3.1, 11%)—the latter reflecting the still prominent concern about homelessness despite signs of improved impressions of City government's management of the problem.

The only areas where the City receives ratings at or below the midpoint are for *management of city government finances* (4.0, 14%, 39% unable to give an opinion) and *addressing homelessness* (3.1, 11%)—the latter reflecting the still prominent concern about homelessness despite signs of improved impressions of City government's management of the problem.

- Over six in 10 (63%) residents recognize the City's need for additional funding to provide the level of city services that Ontario residents need and want, with 24 percent believing there is a "great" need for more funding and 38 percent "some" need. While 12 percent believe there is "a little" need, just 11 percent said there is "no real need" for additional funding (14% are unsure). This question was asked for the first time in the Resident Satisfaction Survey. However, the question was asked in voter surveys conducted in 2021 and 2022. Perception of need is lower in the current survey of all residents than in the past likely voter surveys (70% in 2021 and 72% in 2022) in part because of the lower proportion of non-voters who perceive a need; sixty-five percent (65%) of respondents who are registered voters believe there is a need for more funding, while 50 percent of non-voters feel this way. (Section 2.2)

Part 3: Perceptions of Neighborhood Safety and Emergency Preparedness

Residents continue to express concern about crime in their neighborhoods, with most believing crime has *increased* or *stayed the same* over the past five years. However, perceptions of safety have improved since the 2023 study. The proportion who believe crime has *decreased* in their neighborhood nearly doubled from 12 percent to 21 percent currently. And the proportion who feel safe walking around in their neighborhood or nearby park at night has improved by 15 and 14 points, respectively. While just under half feel safe in a nearby park, 7 in 10 do so in their neighborhood. The most salient public safety-related concerns in their neighborhood are homelessness; traffic, road and sidewalk-related safety issues; home break-ins and theft, speeding and street racing; and drug use and abuse.

For the first time this year, the survey also asked about emergency preparedness and found that most residents believe they know what to do in an emergency but only slightly over half report having at least a week's worth of supplies on hand if there is an emergency.

- One in three (34%) respondents feel crime in their neighborhood has increased "a lot" (11%) or "a little" (23%) in the last five years. While 35 percent believe crime in their neighborhood has stayed the same, 21 percent believe it has decreased "a lot" (8%) or "a little" (13%). Taking together the proportion who believe crime has increased along with those who believe it has remained the same (often reflecting the perception that crime remains a concern) shows that seven in 10 residents believe crime is a continued concern in their neighborhood.

  The proportion who believe crime has increased in their neighborhood in the last five years is down from 40 percent in 2023 and has returned to 2021 levels (33% increased). Moreover, the proportion who believe crime has increased "a lot" is less than half of the proportion who felt this way in 2023 (from 25% increased "a lot" to 11%) and also down from 2021 (17% increased "a lot"). And the proportion who believe crime has

decreased has nearly doubled since 2023 (12% decreased) and 2021 (11% decreased). This finding further shows that perceptions of crime in Ontario have improved in recent years. (Section 3.1)

- Seven in 10 (69%) respondents feel safe walking around their neighborhood at night overall, although a modest 28 percent feel "very safe." Two in 10 (21%) feel unsafe, with 10 percent feeling neither safe nor unsafe. Perceptions of overall safety in their neighborhood at night has improved since 2023 when 54 percent felt safe and 32 percent unsafe. While there is a 48-point gap between those who feel safe and unsafe currently, that gap was a much more narrow 22 points in 2023. Perceptions are also slightly more positive compared to 2021 (63% safe to 26% unsafe, for a 37-point gap).

- Residents do not feel as safe in the park closest to them at night as they do in their neighborhood, with 49 percent saying they feel safe (13% very safe) and 38 percent unsafe (with 10% feeling neither safe nor unsafe and 3% uncertain). However, the proportion who feel safe is up notably from 2023 when 35 percent gave this response and 50 percent unsafe. Perceptions are also slightly improved from 2021 as well (42% safe and 42% unsafe). (Section 3.1)

- When asked what they consider the most serious public safety concern in their neighborhood, the highest proportion volunteered homelessness, with 28 percent giving this response. The second most mentioned concern (although a distant second to homelessness) was issues related to traffic, road, and sidewalk safety (14%). Home burglaries, theft, break-ins, and stealing packages was named by 13 percent, while 12 percent brought up speeding and street racing, 11 percent drugs and drug abuse, and nine percent crime in general. No other issue was mentioned by more than three percent. This question was asked for the first time in 2025. (Section 3.1)

- Eight in 10 (80%) residents feel they and their household know what to do during an emergency such as an earthquake or other natural disaster. However, a lower 56 percent said they currently have at least seven days of supplies on hand in case of an emergency, such as an earthquake or other natural disaster. These questions were asked for the first time in 2025. (Section 3.2)

Part 4: City Parks

For the first time, the Ontario Resident Satisfaction Survey explored residents' use of the City's parks and found that nine out of 10 residents visit a City park at least a few times a year. Moreover, over half of residents do so at least once a month. To encourage more use, park visitors would like to see improved safety and maintenance, as well as more active and passive attractions, including sports courts, walking and running trails, gardens and picnic areas, activities for kids, and concerts.

- Nearly six in 10 (57%) residents are frequent park visitors, including 13 percent who visit more than once a week, 14 percent who do so about once a week, and 30 percent who visit once to a few times a month. Another 31 percent visit a city park one to a few times a year, while just 10 percent said they never do so.

- When those who visit a City park at least once a year were asked what one park feature they would like the City to add that would lead them to visit City parks more often, responses included those focused on safety, maintenance, passive areas, and active features.

  - Safety-related improvements volunteered included 11 percent volunteering if there was less crime and improved security, seven percent if the homeless were "removed," and five percent if there was more lighting.

  - Responses focused on passive spaces include landscaping, trees, ponds, and gardens (7%), water fountains, picnic tables, and food (5%), shaded areas (3%), and park benches and seating (3%).

  - Improvements related to maintenance were the next most mentioned, including cleanliness in general (6%), bathroom cleaning or more restrooms (5%), and maintenance or upgrades of equipment (4%).

  - Active features including walking, running, and hiking paths or trails (9%); sports courts (8%); playgrounds, rides, and activities for kids (8%); exercise equipment (4%); and pools and water features (3%).

  - Seven percent (7%) said they would go to City parks more frequently if there were more concerts, events, and other activities.

  Features related to safety were the most mentioned among the small number of respondents who never go to City parks, with 27 percent mentioning more police or safety, removing homeless, and increasing lighting. (Section 4)

Part 5: Opinions of City Policies and Proposals

- **The survey finds that large numbers of renters would like to own a home in Ontario, but most do not have confidence that they will be able to afford to do so.** For the first time this year, the survey explored resident sentiments around homeownership and a potential first-time buyer assistance program. Seven in 10 (71%) renters are interested in owning a home in the City of Ontario at some point in the future. Of those who are interested (or said they are unsure), a modest 32 percent are confident they will be able to afford to do so, with just eight percent "very" confident" they will be able to afford to own a home in the City.

- **There is overwhelming support for a down payment assistance program for first-time homebuyers that would prioritize Ontario residents and workers**. Eight in 10 (81%) support this program (55% strongly)—including 75 percent of homeowners and 89 percent of renters.

- **Support far outweighs opposition for becoming a charter city overall once residents learn more about it—showing the importance of education about what it means to become a charter city.** Before receiving any information about being a charter city, 45 percent of residents surveyed supported it—more than twice the number who opposed it at 19 percent, with 36 percent unsure. After hearing a brief statement explaining what it would mean for Ontario to become a charter city, support rose 23 points to 68 percent, while

opposition was statistically unchanged at 22 percent—for more than 3 to 1 support (9% were uncertain). However, both before information and after, support is soft, with 20 percent initially and 27 percent after information saying they would "strongly" support Ontario becoming a charter city. This finding highlights that most residents need more information to solidify their position.

- **Non-voters show far more support than voters for Ontario becoming a charter city. This is a critical finding given it will be voters who will ultimately decide the City's direction on this issue at the ballot box.** When first asked about becoming a charter city, 39 percent of voters supported the proposal while 21 percent opposed it, and 40 percent were uncertain. This compares to support from 77 percent of non-voters and opposition from a low nine percent (15% uncertain). After information, nine in 10 (90%) non-voters support becoming a charter city—26 points higher than the 64 percent of voters who do so (with 25% of voters opposed).

Part 6: Sources of Information

- **As found in past years, Ontario residents utilize a variety of information sources to learn about the City's programs, events, and issues.** The highest proportion of respondents turn most frequently to *Ontario Living Magazine* (61% frequently or occasionally), *word of mouth* (55%), *the City of Ontario's website* (53%), and *local unofficial social media pages* (51%). Nearly four in 10 to just over that proportion utilize *City of Ontario's official social media pages* (45%), *inserts included in your utility bill* (40%), *the Nextdoor website or app* (37%), and *the City of Ontario e-newsletters* (37%). The lowest proportion turn to *the My Ontario phone app* (25%) and *the Inland Valley Daily Bulletin online or in print* (24%). (Section 5)

The remainder of this report presents the results in more detail.

DETAILED FINDINGS

Section 1: Perceptions of Life in Ontario

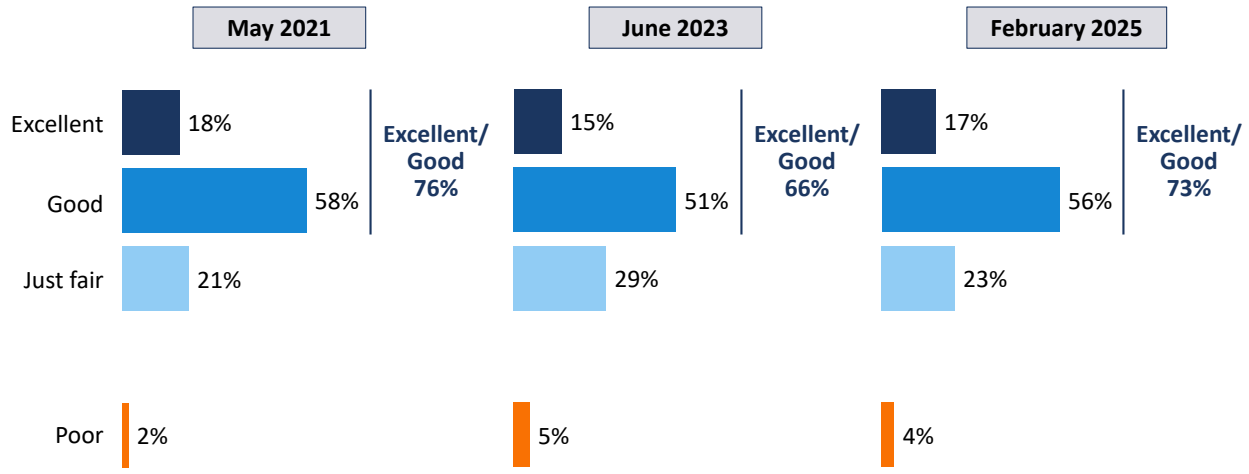
1.1 Ontario as a Place to Live

Nearly three out of four (73%) residents consider Ontario an "excellent" (17%) or "good" (56%) place to live. Another 23 percent say it is "just fair"—representing an "average" rating. Just four percent view the City as a "poor" place to live (notably, virtually no respondents were undecided).

As shown in **Figure 1**, positive reviews are up seven points (from 66% to 73%) from 2023 and are more similar to those found in 2021 (76% at that time). In fact, the current findings, including the proportion who gave an "excellent" or "good" review, are statistically equal to those from 2021. While there remains a slight—but statistically insignificant—uptick in "poor" reviews since 2021, the proportion with this negative impression remains very low, at four percent.

The improved evaluation of Ontario as a place to live is in contrast to what FM3 has seen in many cities throughout the state. This may reflect residents' slightly lesser concern about homelessness and crime compared to 2023.

Figure 1: Ratings of Ontario as a Place to Live, 2021-2025



Results Among Subgroups: Positive reviews of the City of Ontario as a place to live are far-reaching, with six in 10 or more respondents in nearly every subgroup analyzed having an "excellent" or "good" impression, and there is little variation among the subgroups. Ratings are least positive with less affluent residents, younger residents, and renters—all of which are correlated with each other:

- Positive reviews increase with rising age, including 60 percent among those 18 to 29, 70 percent of those 30 to 49, and 84 percent of those 50 years of age or older.
- Homeowners are more positive than renters (80% to 64% positive).

- Residents with household incomes of less than $30,000 are less positive about Ontario as a place to live than those more affluent, with 51 percent calling it “excellent” or “good.” This compares to 71 percent of those earning $30,000 to $100,000 and 80 percent of those earning more. Low proportions of each income cohort have a “poor” view (2% to 7%), with the difference lying in the proportion with a “just fair” view.
- Views are more positive in City Council Districts 2 (77%) and 3 (78%) than 1 (68%) and 4 (67%). Relatedly, impressions are also the most positive in the 91761 (75%) and 91762 (76%) zip codes than in 91764 (66%) as well as in Ontario Ranch (80%) than Old Town (71%).

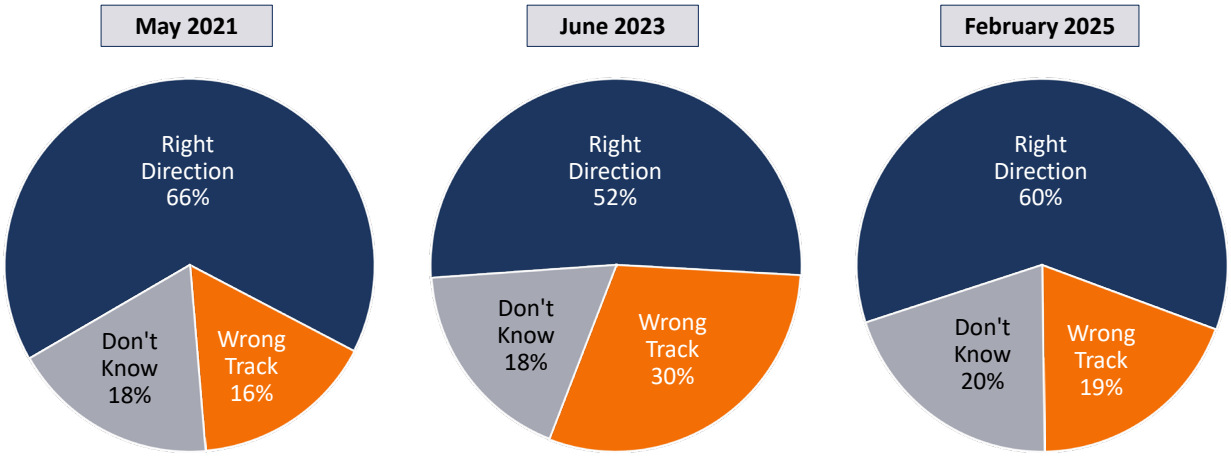
1.2 City's Direction

Optimistic views of the City’s direction outweigh pessimistic ones by a 3 to 1 ratio. Specifically, 60 percent believe Ontario is generally headed in the right direction while 19 percent believe it is off on the wrong track (20% unsure). Furthermore, optimism is up notably from the 2023 study (52% right direction to 30% wrong track). And while the current level of optimism did not make a full return to 2021 levels (66% right direction at that time), the improved optimism along with improved reviews of Ontario as a place to live suggests residents recognize the City’s efforts to address their concerns. **Figure 2** illustrates the results.

The improved impressions of the City’s direction are again a departure from what FM3 has seen in most cities where economic conditions, crime, and homelessness have continued to undermine resident satisfaction.

Figure 2: City of Ontario's Direction, 2021-2025

Would you say that things in the City of Ontario are generally headed in the right direction or do you feel that things are off on the wrong track?



Results Among Subgroups: Notable differences in impressions of the direction of Ontario by subgroups include the following:

- White residents are less likely to believe things are going in the right direction (50%) than are Latinos (63%), African Americans (69%) and AAPI residents (70%). White residents are both slightly more pessimistic and unsure. Latino men (69% right direction) are more optimistic than Latinas (59%).
- Sixty-eight percent (68%) of residents under 40 are optimistic about the City's direction, compared to 53 percent of those older.
- The proportion who believe things in the City of Ontario are headed in the right direction rises with income, from 47 percent of those with household incomes of less than $30,000 to 65 percent of those with household incomes over $100,000.

1.3 Best Aspects of Living in Ontario

As seen in past studies, no one attribute stands out when asked what residents like best about living in Ontario (in an open-ended question where no response options were provided). **The top attributes remain the same as found in 2021 and 2023: the safety, quiet, and small-town feel; the activities and shopping available; the location, and the sense of community and neighbors. Figure 3** shows the results in the current study and **Figure 4** shows a comparison of the current results to 2021 and 2023. The illustration below shows the most mentioned words, with the size of the word representing how often it was mentioned.

As in past years, the highest proportion of residents, at 30 percent, gave a response related to the City's location.



Specifically, 15 percent volunteered Ontario's convenient location in general as what they like best about living in Ontario; 10 percent gave specific mentions about Ontario being close to Los Angeles and near freeways, mountains, the ocean, and their workplace; and four percent specifically mentioned Ontario's proximity to an airport. Another two percent mentioned that the best thing about living in Ontario is that it is close to their family. The proportion mentioning a factor related to location is similar to past years.

Sixteen percent (16%) gave a response related to the City being safe, quiet, and having a small-town feel, and two percent mentioned the City having little traffic or a low population—all of which are highlighting the appeal of the City's size. This is similar to the proportion giving these responses in 2021 and 2023.

Also little changed from 2021 and 2023 is the value placed on Ontario's sense of community and neighbors, with 14 percent volunteering this as what they like best about living in Ontario in the current study.

The results show growing salience compared to past years with the City's activities, including shopping, food, and the downtown (that the city "has everything") as the best thing about living in Ontario. Sixteen percent volunteered this as what they like best about living in Ontario in the current study, compared to 12 percent in 2023 and eight percent in 2021.

There is little change from 2021 and 2023 in other top responses, including growth and opportunities (6%); the open space, environment, or views (5%); and that they or their family are from Ontario or they are a long-time resident (3%). However, the proportion volunteering city government and City services as what they like best about living in Ontario is down slightly, from nine percent in 2021 and eight percent in 2023 to five percent currently.

Figure 3: What Like best About Living in Ontario, 2025

(Open-ended question where no response options were provided; Responses grouped; Responses of 2% or greater shown)

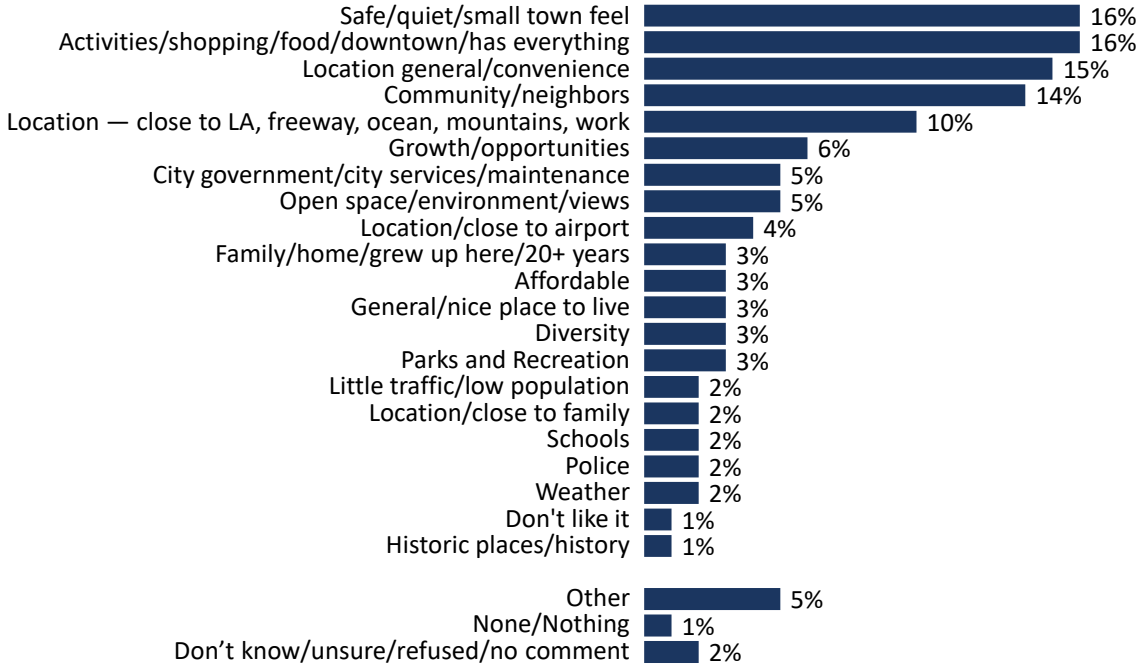


Figure 4: What Like best About Living in Ontario, 2021-2025

(Open-ended question where no response options were provided; Responses grouped; Ranked by 2023 to 2025 Difference)

Response	May 2021	June 2023	February 2025	Difference (2023-2025)
Activities/shopping/food/has everything	8%	12%	16%	+4%
~Community/neighbors	14%	12%	14%	+2%
Location — non-airport/close to LA, freeway, ocean, mountains, shopping, parks	12%	9%	10%	+1%
Schools	2%	1%	2%	+1%
Diversity	2%	2%	3%	+1%
General/nice place to live	4%	2%	3%	+1%
Growth/opportunities	4%	5%	6%	+1%
Open space/environment/views	6%	5%	5%	0%
Affordable	5%	3%	3%	0%
Location/close to family	2%	2%	2%	0%
Historic places/history	--	1%	1%	0%
Location/close to airport	4%	5%	4%	-1%
Safe/quiet/small town feel	20%	17%	16%	-1%
Little traffic/low population	3%	4%	2%	-2%
Family/home/grew up here/20+ years	4%	5%	3%	-2%
City government/parks/maintenance/police	9%	8%	5%	-3%
~Don't like it	3%	4%	1%	-3%
Location general/convenience	13%	19%	15%	-4%
Other	3%	4%	5%	+1%
~Don't know/unsure	2%	3%	1%	-2%

There are few notable differences in response to this question by subgroups, with the one of these difference being that white residents are more likely to give a mention related to location (38%) than residents of color (28%).

Some comments from respondents include the following:

"All the activities and events offered to children and families through the rec department. I also enjoy the proximity to so many different places like the airport, mall, arena, and other places. Traffic is rarely, if ever bad."

"I like the growth of the city; I see expansion. It's nice to see growth over the years including businesses and the new stadium under construction."

"I like how calm the area I live in is and how the city is intent on improving and redeveloping several areas of the city."

"I like my neighborhood, the friendly people and the many different stores I could shop at."

"Tranquility and the fact that nothing ever happens here."

"I grew up in Ontario. I like almost everything about it."

"Its proximity to other big cities and places to visit. It's a relatively safe place to live too."

"I would probably say how everything is local; Everything is close by. They are always making improvements in the city."

"Things are pretty close by, there is a good amount of jobs you can get."

"I like the focus on economic development by bringing in more businesses, the revitalization of our downtown area."

"Lots of city and community services provided to residents."

"Close to LA, the beach, the mountains and the low desert. Close enough to the airport."

1.4 Concerns Among Residents

Homelessness remains the most top-of-mind concern. However, the proportion calling it the most serious issue facing Ontario residents has declined notably from 2021.

One in four (25%) respondents volunteered homelessness when asked what they consider the most serious issue facing the residents of Ontario that they would like to see City government do something about—making it the most mentioned concern (in an open-ended question where no response options were provided). Yet, notably, the proportion volunteering homelessness is down from 38 percent in 2023 and is now more in line with the 28 percent who gave this response in 2021 (see **Figure 5** for 2025 results and **Figure 6** for a comparison to 2021 and 2023). The illustration to the right shows the most mentioned words, with the size of the word representing how often it was mentioned.



The second-most volunteered concern are issues related to crime, with 11 percent mentioning crime generally, three percent speeding and unsafe traffic conditions, three percent a lack of police presence, and two percent drugs and drug abuse. As with homelessness, the proportion volunteering crime in general as their biggest concern is down from 17 percent in 2023 and 18 percent in 2021 to 11 percent currently. It is important to note that FM3 research at the local and statewide level has found that many people view homelessness as a crime-related issue, while others see it as a social services/humanitarian issue, or both.

Concern about growth and development continues to increase. Fourteen percent (14%) volunteered issues related to construction, development, and overpopulation as their top concern. This compares to 12 percent giving this response in 2023 and a much lower two percent in 2021. The level of concern is not surprising when

considering that the City's small-town feel is a major part of why residents like living in Ontario. Included in this category are concerns about there being too many warehouses—which was up notably from 2021.

Included in the category of construction, development, and overpopulation are those respondents who mentioned concern about there being too many warehouses in the city, with five percent volunteering this concern. This is statistically equal to the six percent who did so in 2023 and up from the less than one percent who gave this response in 2021.

Housing costs and affordable housing follow behind homelessness, crime, and development in saliency, with the proportion volunteering housing as their top issue increasing slightly from 2021 (7%) to 2025 (11%). Other top concerns include street maintenance (9%), traffic congestion (7%), jobs and keeping and attracting business (4%), education and public schools (4%), and government waste and inefficiency (4%--joining the top items for the first time this year). No other issue was mentioned by more than three percent of respondents.

Figure 5: Biggest Issues of Concern Facing Residents of Ontario, 2025

(Open-ended question where no response options were provided; Responses grouped; Responses of 2% or greater shown)

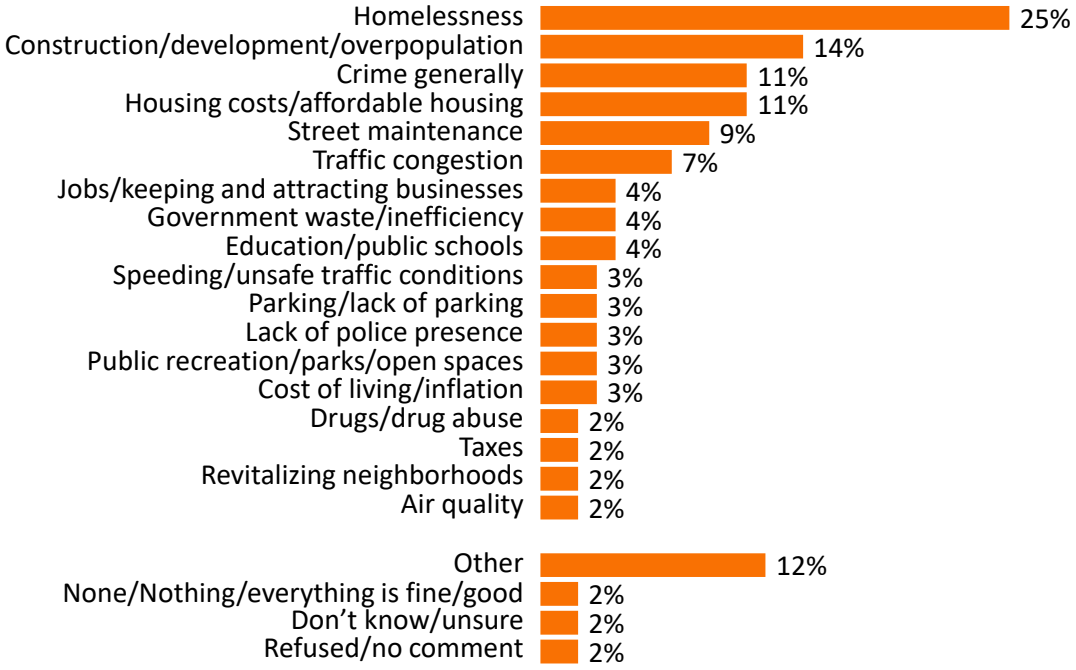


Figure 6: Biggest Issues of Concern Facing Residents of Ontario, 2021-2025

(Open-ended question where no response options were provided; Responses grouped; Responses of 2% or greater shown; ~Wording Slightly Different in Previous Surveys; -- indicates volunteered by less than 1%)

Response	May 2021	June 2023	February 2025	Difference (2023-2025)
Housing costs/affordable housing	7%	8%	11%	+3%
Construction/development/overpopulation	2%	12%	14%	+2%
Education/public schools	--	2%	4%	+2%
Public recreation/parks/open spaces	--	1%	3%	+2%
Traffic congestion	6%	6%	7%	+1%
Government waste/inefficiency	--	3%	4%	+1%
Taxes	--	1%	2%	+1%
Revitalizing neighborhoods	--	1%	2%	+1%
Parking/lack of parking	--	3%	3%	0%
~None/nothing/everything is fine/good	4%	2%	2%	0%
Street Lighting	--	1%	1%	0%
Water supplies	--	1%	1%	0%
Cows/smell from cows/farm	--	1%	1%	0%
Street maintenance	8%	10%	9%	-1%
Jobs/keeping and attracting businesses	2%	5%	4%	-1%
Enforcing codes/residence regulations	2%	2%	1%	-1%
Speeding/unsafe traffic conditions	4%	5%	3%	-2%
Drugs/drug abuse	3%	4%	2%	-2%
~Don't know/unsure	9%	4%	2%	-2%
Blight/abandoned buildings	3%	5%	1%	-4%
~Crime generally	18%	17%	11%	-6%
Other	12%	13%	7%	-6%
Homelessness	28%	38%	25%	-13%

Results Among Subgroups:

- Homelessness was mentioned by more Latino (30%) and African American (32%) residents than white (14%) or AAPI (13%) residents. Homelessness was also mentioned by more residents under 65 (27%) than older (13%).
- There is little difference in the proportion who volunteered a crime-related comment. White men volunteered a crime-related issue in slightly higher numbers (31%) as did white residents ages 50 or older (27%), college-educated men (29%), and post-graduates generally (34%).
- Housing costs was mentioned in the highest proportions by white residents ages 18 to 49 (19%), those with household incomes of $30,000 or less, renters (16%), and District 4 residents (16%).
- One in three (33%) Ontario Ranch residents named construction or development—making it far and away their most mentioned issue, with the next most mentioned issues being housing costs (10%), schools (10%), and crime in general (9%). Notably, just six percent mentioned homelessness, compared to 27 percent in Old Town.
- Homelessness was the most mentioned concern in City Council Districts 1, 2, and 4 (28% to 30%), but it was a far lower concern in District 3 (12%), which includes Ontario Ranch. As a result, construction and development was also a greater concern (26%).

Some comments from respondents include the following:

" Homeless issues!! I see at the parks and walking up and down shopping centers."

" Stop proliferation of warehouses and resulting bad air quality."

" Too many warehouses. It's ridiculous. It causes way too much traffic."

" Rent increases. I would like to see more affordable living. Also, less empty buildings in downtown Ontario."

"Crime, cleaning up the city, it's way too big to manage, and being infiltrated by gangs."

"There are a lot of potholes; the streets are very rough."

"City not consulting residents about major construction in their local area. Not getting their feedback."

"Would like to see more small businesses, less traffic, more schools."

As in past years, respondents were asked how concerned they are about a number of issues in the City of Ontario (

Figure 7 illustrates the results). While the open-ended question about the most serious concern (discussed above) measures salience—or issues that were top-of-mind and easily recalled—this question measures recognition, meaning issues that residents recognize as serious concerns when reminded of them.

Issues related to the cost of living and housing stand out among the list—with more intensity of concern about them than about crime, homelessness, or any other issue. Among the list of 24 issues, five of the top seven concerns overall are focused on housing and the cost of living. The loss of local businesses—an economic concern that relates to the cost of living—and homelessness round out the top issues. Of course, homelessness, which is statistically tied with the cost of living as the top concern, is a housing and cost of living issue. But respondents may consider it a crime or social issue as well. These top concerns include the following:

- *The cost of living* (88% "very" or "somewhat" serious, 55% "very" serious)
- *The number of individuals who are homeless* (85%, 49%)
- *The cost of housing* (83%, 62%)
- *The ability to purchase a home* (81%, 57%)
- *A lack of affordable housing* (79%, 48%)
- *The difficulty of residents who have grown up in Ontario to own a home in the City* (78%, 57%)
- *The loss of local businesses* (77%, 39%)

Crime-related issues emerge among second-tier concerns, particularly when looking at the proportion who call each "very serious." Overall, two-thirds to nearly three-fourths call crime in general, property crimes, and drug use serious concerns. Other second-tier concerns are varied and include issues related to education, taxes, and city maintenance:

- *Burglary, car theft, and other property crimes* (73% "very" or "somewhat" serious, 39% "very" serious)
- *Use and abuse of drugs such as opioids and fentanyl* (69%, 42%)
- *Drug usage and drug abuse* (69%, 39%)
- *The condition of streets and roads* (69%, 31%)
- *The amount of taxes people have to pay for city services* (68%, 34%)
- *Speeding and unsafe driving* (67%, 37%)
- *Crime in general* (67%, 33%)
- *The quality of public education* (65%, 34%)
- *Illegal dumping of bulky items* (63%, 33%)

Issues of relatively lower concern—but still serious issues to more than half of respondents—include the following:

- *The amount of truck traffic* (61%, 32%)
- *Local air quality* (62%, 34%)
- *Inefficiency in City government* (59%, 26%)
- *The number of warehouses and industrial buildings in the city* (54%, 29%)

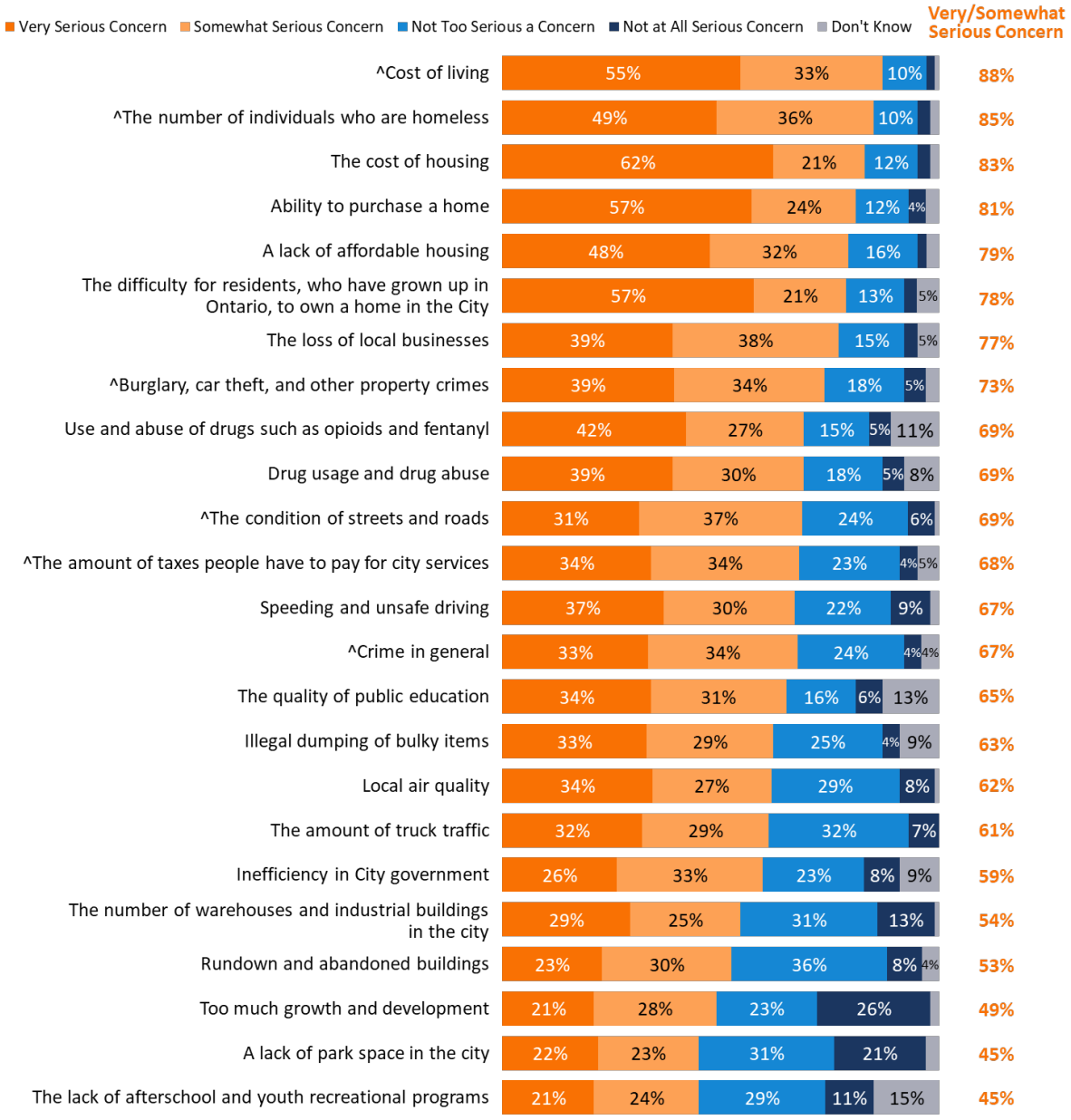
- *Rundown and abandoned buildings* (53%, 23%)

The areas generating the lowest level of concern—although still of concern nearly half of respondents include the following:

- *Too much growth and development* (49%, 21%)
- *A lack of park space in the city* (45%, 22%)
- *The lack of afterschool and youth recreational programs* (45%, 21%)

Figure 7: Ranking of Issue Concerns, 2025

(Ranked by Very/Somewhat Concerned; ^Indicates not part of split sample)



There are several notable changes in perceptions of seriousness in the current survey results compared to the 2021 and 2023 surveys (see **Figure 8**).

- While *the number of people who are homeless* remains a top concern, the proportion calling it "very serious" has declined from 55 percent in 2021 and 61 percent in 2023 to 49 percent currently (overall concern is little changed). This supports the finding from the open-ended question asking what the

respondents consider the most important problem facing Ontario where the proportion mentioning homelessness has declined.

- The proportion calling issues related to housing serious concerns increased from past years, including *the cost of housing* (75% in 2021, 77% in 2023, and 83% in 2025) and *a lack of affordable housing* (71% in 2021, 74% in 2023, and 79% in 2025). Issues related to the ability to purchase a house were asked for the first time this year.

- The proportion calling *crime in general* a serious concern is down from past years. In 2021 and 2023, 78 percent called this issue a serious concern. Albeit still high, the proportion giving this response has declined 11 points to 67 percent. Moreover, the proportion calling *crime in general* "very" serious is down from 40 percent in 2021 and 42 percent in 2023 to 33 percent currently.

- Serious concern about other issues related to crime declined compared to 2023, including *drug use and abuse* (8-point decline); *use and abuse of drugs such as opioids and fentanyl* (7 points); *speeding and unsafe driving* (6 points); and *burglary, car theft, and other property crimes* (5 points). However, concern remains high, with between 67 percent and 73 percent calling each a serious concern.

- The results continue to show an upward trend in concern about *the amount of taxes people have to pay for city services*, with 59 percent calling this a serious concern overall in 2021, 65 percent in 2023, and 68 percent currently.

- Concern about *the number of warehouses and industrial buildings in the city* showed a marked increase from 2021 to 2023: 44 percent serious in 2021 to 58 percent in 2023, with a 21-point increase in the proportion calling this issue "very serious" (15% in 2021 to 36% in 2023). In the current study, while concern is down slightly, it remains elevated in comparison to 2021, with 54 percent calling the issue serious (29% very serious).

- The results show a downward trend in concern about *the lack of afterschool and youth recreation programs,* from a high of 55 percent in 2021 to 49 percent in 2023, and 45 percent currently.

- The proportion calling *the condition of streets and roads* serious also fell from 2023 (the first time the question was asked) to 2025, 76 percent to 69 percent.

- Concern about *rundown and abandoned buildings* increased notably from 2021 (51% concerned) to 2023 (61%) but has returned to near 2021 levels currently (53%).

- While there is little change in the proportion who are concerned about *inefficiency in City government* from 2023 to 2025 (60% to 59%), both are up from 51 percent in 2021.

- Overall concern about *local air quality* remains up from 2021 (56% in 2021 and 62% in 2023 and 2025), with a particularly notable increase in the proportion calling this issue "very serious" (22% in 2021 to 33% in 2023 and 34% in 2025).

- The level of concern about *the loss of local businesses, the quality of public education*, *a lack of park space in the city*, *the amount of truck traffic* (although intensity is up from 2021), and *illegal dumping of bulky items* has remained consistent. In the 2025 study, the language used to assess opinions about growth and development was changed from *the amount of growth and development* to *too much growth and development.* Despite this change, there was no notable change in the proportion calling the issue a serious concern.

Figure 8: Issue Concerns, 2021-2025

(Showing % Very/Somewhat Concerned; Ranked by 2025; ^Indicates not part of split sample)

Issue	May 2021	June 2023	February 2025
^Cost of living	--	--	**88%**
^The number of individuals who are homeless	84%	86%	**85%**
The cost of housing	75%	77%	**83%**
Ability to purchase a home	--	--	**81%**
A lack of affordable housing	71%	74%	**79%**
The difficulty for residents, who have grown up in Ontario, to own a home in the City	--	--	**78%**
The loss of local businesses	78%	72%	**77%**
^Burglary, car theft, and other property crimes	--	78%	**73%**
Use and abuse of drugs such as opioids and fentanyl	68%	76%	**69%**
Drug usage and drug abuse	71%	77%	**69%**
^The condition of streets and roads	--	76%	**69%**
^The amount of taxes people have to pay for city services	59%	65%	**68%**
Speeding and unsafe driving	67%	73%	**67%**
^Crime in general	78%	78%	**67%**
The quality of public education	60%	64%	**65%**
Illegal dumping of bulky items	--	66%	**63%**
Local air quality	56%	62%	**62%**
The amount of truck traffic	59%	63%	**61%**
Inefficiency in City government	51%	60%	**59%**
The number of warehouses and industrial buildings in the city	44%	58%	**54%**
Rundown and abandoned buildings	51%	61%	**53%**
Too much growth and development	--	--	**49%**
A lack of park space in the city	39%	46%	**45%**
The lack of afterschool and youth recreational programs	55%	49%	**45%**

Results Among Subgroups, 2025

- The highest proportion of nearly every subgroup called *the cost of living* a serious concern. *The number of individuals who are homeless* was either statistically tied with *the cost of living* as the most mentioned concern or the second most mentioned with every subgroup. And 80 percent or more of nearly every subgroup called these issues serious.
- Generally, the top five issues with the sample as a whole were also the top issues with each subgroup.

Race/Ethnicity:

- The issues ranked at the top of the list are the same among white and Latino respondents. However, Latino respondents call each both "very" serious and serious overall in higher proportions. This is particularly so regarding issues related to housing, including *the cost of housing* (66% to 40% very serious), *the ability to purchase a home* (62% to 38%), *the difficulty for residents to own a home in the city* (64% to 41%), and *a lack of affordable housing* (52% to 35%).
- Latino residents are also more likely to call *drug use and abuse* a serious concern than white respondents (73% to 56%), putting it among their top 10 concerns. They also responded with more intensity (45% to 23% very serious).

Age:

- The top concerns are the same among those 18 to 49 and 50 years or older. However, those 18 to 49 respond with more intensity than those older to *a lack of affordable housing* (53% to 38% very serious), *the difficulty for residents to own a home in the City* (61% to 51%), and *use and abuse of drugs such as opioids and fentanyl* (46% to 36%). Notably, they do not react with more intensity when asked about drug use without mention of opioids and fentanyl.
- Speeding and unsafe driving generates more intensity with those 50 years or older than those younger (44% to 33% very serious).

Gender:

- The top issues were again the same with women and men, with little difference in intensity of response on the top concerns as well. Women ages 18 to 49 respond in some of the strongest numbers to *local air quality*, with 71 percent calling this a serious problem and 44 percent a "very" serious one. This compares with 52 percent and 31 percent, respectively with women 50 years of age or older. The issue is also stronger with men 18 to 49 than those older (62% to 52% overall), but with no difference in intensity.
- Nearly nine in 10 (87%) women ages 18 to 49 call *a lack of affordable housing* a serious concern—making it their second highest ranking issue behind the related issue of *the cost of living*.

Education:

- The top issues are generally the same with non-college and college-educated respondents, although non-college respondents react with more intensity to most—particularly those related to the cost of living and housing.

- Non-college-educated respondents expressed more concern overall about *the cost of housing* (86% serious to 73% of college-educated respondents), *the ability to purchase a home* (84% to 72%), *the difficulty for residents to own a home in the City* (81% to 70%), *drug usage and drug abuse* (72% to 62%), *use and abuse of drugs such as opioids and fentanyl* (72% to 61%), and *speeding and unsafe driving* (70% to 59%).
- College-educated respondents express more concern about *local air quality* (73% to 57%), *the amount of truck traffic* (68% to 58%), *the number of warehouse and industrial buildings* (68% to 49%), and *a lack of park space in the City* (55% to 41%). However, the top concerns are the same regardless of educational attainment.

Areas:

- The top concerns are similar across zip codes and City Council Districts. However, those in the 91764 zip code respond with more intensity to issues related to cost of living and housing costs. Issues related to drug use rank higher in District 1. And issues related to housing and cost of living and drug use generate more concern in Old Town than in Ontario Ranch. In Ontario Ranch, truck traffic and warehouses generate more concern. See *Summary by City Council Districts* starting on page 51 for more details by City Council District.

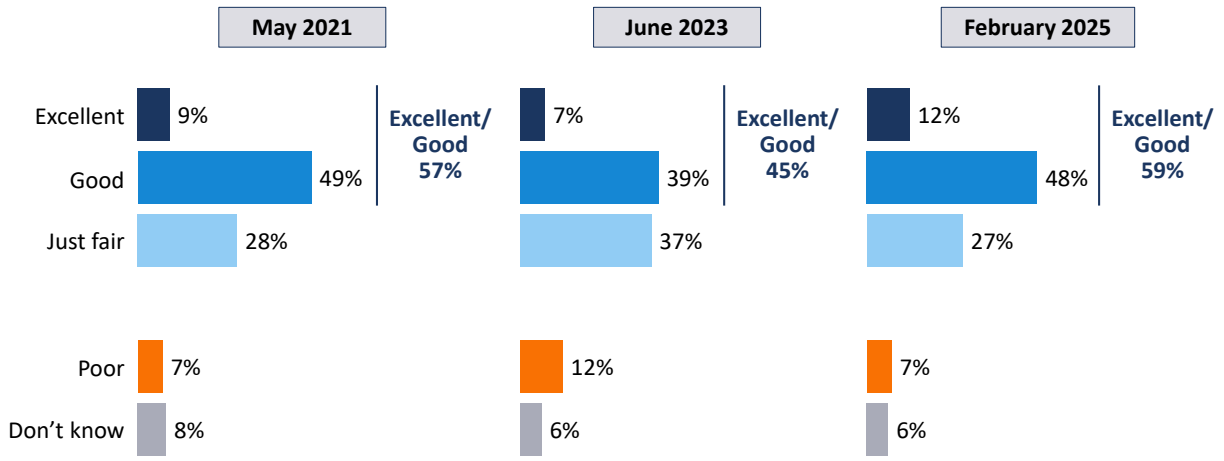
Section 2: Perceptions of Ontario City Government

2.1 Overall Impression of City Government Performance

Six in 10 (59%) residents give the City of Ontario an "excellent" (12%) or "good" (48%) review for the job the City is doing overall in providing services to Ontario residents. While 27 percent give the City a "just fair" job rating, a low seven percent have a "poor" impression.

Positive reviews are up 14 points from 45 percent in 2023 and have rebounded to the level of satisfaction seen in 2021 when 57 percent had a positive impression of the City's job performance. The proportion with a "poor" view declined from 12 percent in 2023 to seven percent currently. **Figure 9** illustrates the results.

Figure 9: Rating of Job Being Done by City Government in Providing Services to Residents, 2021-2025



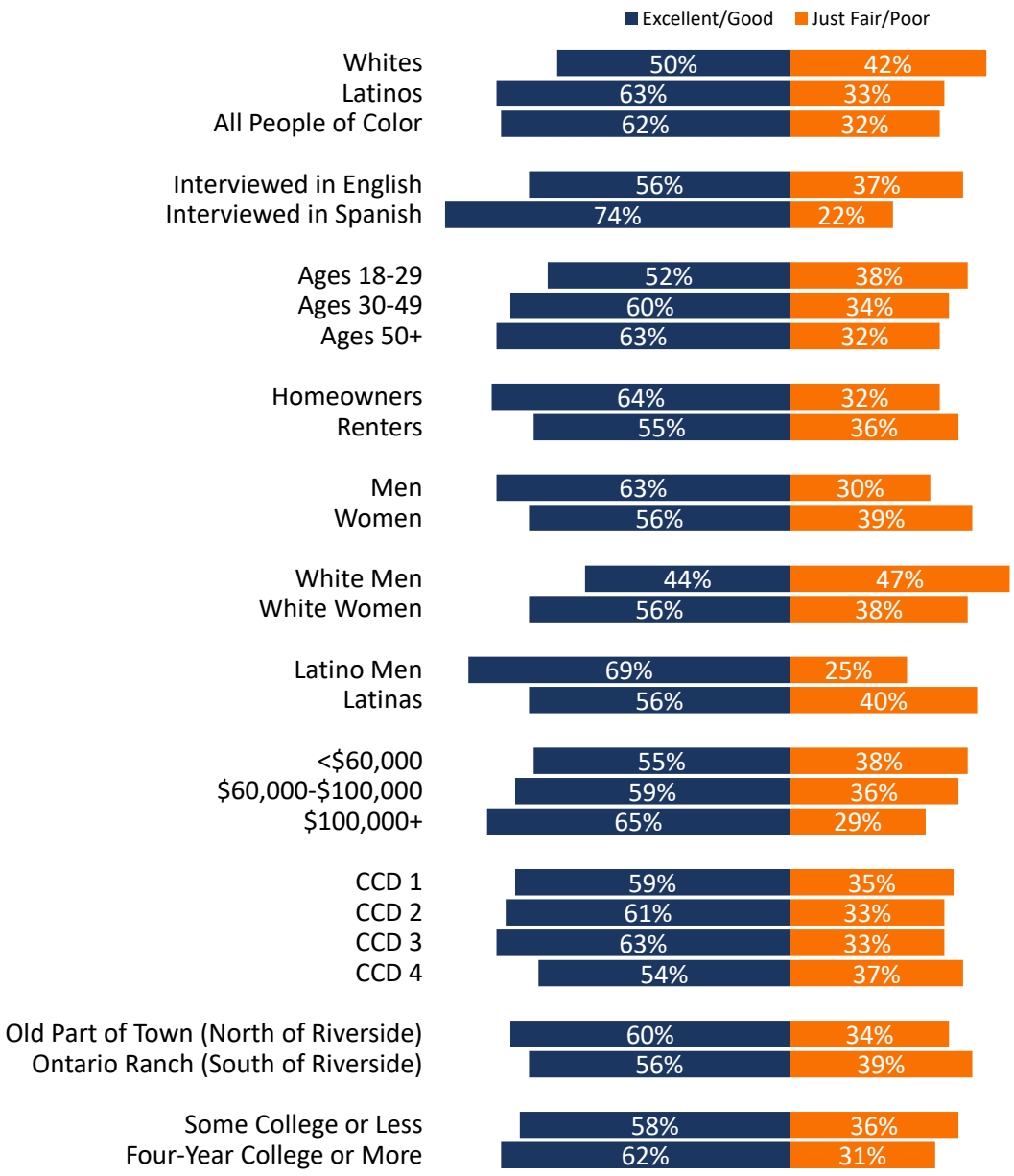
Results Among Subgroups: Differences in job performance ratings by subgroups include the following:

- African American (65%), Latino (63%), and AAPI (63%) residents are more positive in their review than white residents (50%).
- Men ages 50 or older are among the most positive about the City's job performance (68%, compared to 60% of younger men and 56% of women generally). College-educated men are also more positive (71%) than those less educated (60%) and women generally.
- Latino men are more positive in their review (69%) than Latinas (56%). The reverse was found among white men and women, with white women giving positive reviews in higher proportions than white men (56% to 44%).[2]
- Spanish-speaking Latino respondents are more positive in their review (73%) than English-speaking Latino and non-Latino respondents (58% and 54%, respectively).
- Homeowners are more positive in their assessment than renters (64% to 55%)
- Ratings rise generally with income, from 48 percent among those earning less than $30,000 to 65 percent among those earning more than $100,000.
- Residents in City Council District 4 are the least positive (54%), although this review is only slightly lower than those in Districts 1-3 (59% to 63%).

Figure 10 illustrates the results among age, gender, race/ethnicity, income, education, and region.

[2] Because of the small sample size of these subgroups, findings should be viewed with caution.

Figure 10: Job Rating of City Government's Services to Residents by Demographic Groups



2.2 Satisfaction with City Services

The survey results show that residents are at least somewhat satisfied on average with 22 of the 24 City services they were asked to evaluate.

Residents were asked to rate their satisfaction with different services on a 7-point scale. A "1" rating indicated they are not at all satisfied with the service and "7" indicated that they are very satisfied. Respondents were also instructed to say if they had no opinion or simply did not know enough about a particular service to give a rating.[3]

As seen in the past Ontario surveys and typically seen in other jurisdictions where FM3 has asked a similar question, there is a high rate of uncertainty—reflected in the proportion who were unable to give a rating—in areas where respondents may have had little to no interaction or direct experience—particularly services targeted to a smaller sector of the population such as seniors or children. As in 2021 and 2023, this includes *senior programs* (45% unable to give a rating), *management of city government finances* (39%), *after-school activities for young people* (37%, as well as activities for children and youth at 27% that was asked for the first time this year), *programs that protect the environment* (34%), *cultural and arts opportunities* (22%), *911 emergency response* (21%), and *library services* (21%). The mean rating excludes those who did not provide a rating.

As **Figure 11** illustrates, among the respondents who felt they could rate the various services, the City receives a mean (or an average) rating of 4.1 or higher—a number above the mid-point on the scale of 1 to 7—in every area other than *addressing homelessness* (3.1) and *management of city government finances* (4.0). This shows that residents are at least somewhat satisfied on average in each area.

Public safety services are among those generating the highest mean satisfaction score (based on mean score and 6-7 score):

- *Fire protection and paramedic services* (mean rating of 5.9 and 6-7 rating, indicating very satisfied, of 62%)
- *Library services* (5.8, 55%)
- *Special City events, such as the 4th of July parade and summer concerts in the park* (5.8, 59%)
- *911 emergency response* (5.7, 53%)
- *Tree trimming* (5.2, 49%)
- *Landscaping on street medians and other public areas* (5.2, 43%)
- *Graffiti removal* (5.1, 39%)
- *Police protection in your neighborhood* (5.0, 45%)
- *Condition of city parks* (mean rating of 5.0 and 6-7 rating of 42%)—asked for the first time this year

Either the mean average rating or the intensity of satisfaction (based on a "6" or "7" score) increased at least slightly in all areas asked in past years other than *fire protection and paramedic* services—which already was widely well-received.

[3] Those who said they had no opinion or did not know enough to offer an opinion about a particular service were excluded from the analysis of the mean satisfaction of that service.

Services generating slightly lower mean ratings and/or a lower proportion giving each a "6" or "7" score, include the following:

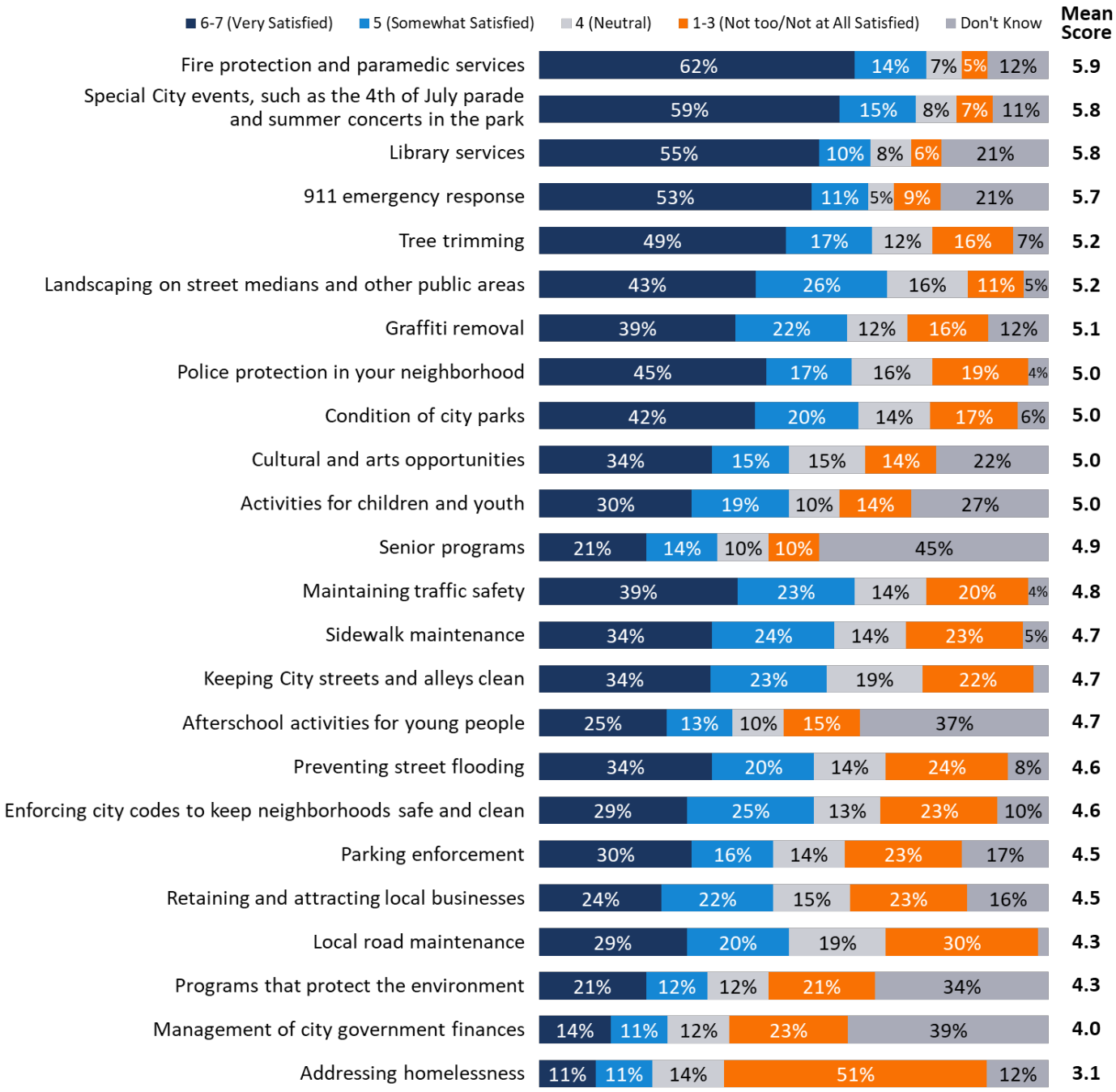
- *Cultural and arts opportunities* (5.0, 34%)
- *Activities for children and youth* (5.0, 30%)—asked for the first time this year
- *Senior programs* (4.9 and 6-7 rating of 21%)—45 percent were unable to give an opinion
- *Maintaining traffic safety* (4.8, 39%)
- *Sidewalk maintenance* (4.7, 34%)
- *Keeping city streets and alleys clean* (4.7, 34%)
- *Afterschool activities for young people* (4.7, 25%)

Areas generating lower satisfaction, but still above the mid-point include those focused on city maintenance:

- *Preventing street flooding* (4.6 mean rating and 6-7 rating of 34%)
- *Enforcing city codes to keep neighborhoods safe and clean* (4.6, 29%)
- *Parking enforcement* (4.5, 30%)
- *Retaining and attracting local businesses* (4.5, 24%)
- *Programs that protect the environment* (4.3, 21%)—34 percent were unable to give an opinion
- *Local road maintenance* (4.3, 29%)

The only areas where the City receives ratings at or below the midpoint are for *management of city government finances* (4.0, 14%, 39% unable to give an opinion) and *addressing homelessness* (3.1, 11%)—the latter reflecting the still prominent concern about homelessness despite signs of improved impressions of City government's management of the problem.

Figure 11: Satisfaction with City Services, 2025
(Ranked by Mean Score)
(Using a Scale of 1 to 7, where 1 = "not at all satisfied" and 7 = "very satisfied")



Mean satisfaction scores stayed fairly consistent compared to 2023, with most scores unchanged or within one-tenth to three-tenths of the 2023 results. The largest increase in mean scores since 2023 are for *enforcing city codes to keep neighborhoods safe and clean* (4.1 in 2023 to 4.6 currently), *local road maintenance* (3.8 to 4.3), *keeping City streets and alleys clean* (4.3 to 4.7), and *retaining and attracting local businesses* (4.1 to 4.5). The only area showing a decline is *programs to protect the environment*, which fell by a statistically insignificant one-tenth of a point.

The proportion giving a "6" or "7" score—indicating they are very satisfied—has increased at least slightly since 2023 for most services, with the largest gains in the following areas:

- *Local road maintenance* (+9, from 20% to 29%)
- *Library services* (+8, from 47% to 55%)
- *911 emergency response* (+8, from 45% to 53%)
- *Maintaining traffic safety* (+8, from 31% to 39%)
- *Retaining and attracting local businesses* (+7, from 17% to 24%)
- *Special City events, such as the 4th of July parade and summer concerts in the park* (+6, from 53% to 59%)

Figure 12 shows the change in mean satisfaction ratings from 2023 to 2025 for all services tested, and **Figure 13** shows the change in strong satisfaction ("6" or "7" score).

Figure 12: Satisfaction with City Services: Mean Scores, 2021-2025
(Ranked by 2025-2023 Mean Score Difference)
(Using a Scale of 1 to 7, where 1 = "not at all satisfied" and 7 = "very satisfied")

Service	May 2021	June 2023	February 2025	Difference (2023-2025)
Enforcing city codes to keep neighborhoods safe and clean	--	4.1	4.6	**+0.5**
Local road maintenance	4.4	3.8	4.3	**+0.5**
Keeping City streets and alleys clean	4.5	4.3	4.7	**+0.4**
Retaining and attracting local businesses	--	4.1	4.5	**+0.4**
Addressing homelessness	3.2	2.8	3.1	**+0.3**
Landscaping on street medians and other public areas	5.1	4.9	5.2	**+0.3**
Maintaining traffic safety	4.9	4.5	4.8	**+0.3**
Special City events, such as the 4th of July parade and summer concerts in the park	5.1	5.6	5.8	**+0.2**
Tree trimming	5.1	5.0	5.2	**+0.2**
Police protection in your neighborhood	4.9	4.8	5.0	**+0.2**
Cultural and arts opportunities	4.6	4.8	5.0	**+0.2**
Afterschool activities for young people	4.6	4.5	4.7	**+0.2**
Preventing street flooding	4.7	4.4	4.6	**+0.2**
911 emergency response	5.7	5.6	5.7	**+0.1**
Sidewalk maintenance	4.7	4.6	4.7	**+0.1**
Library services	5.7	5.7	5.8	**+0.1**
Graffiti removal	--	5.0	5.1	**+0.1**
Fire protection and paramedic services	5.9	5.9	5.9	**0.0**
Senior programs	4.9	4.9	4.9	**0.0**
Parking enforcement	4.7	4.5	4.5	**0.0**
Management of city government finances	4.4	4.0	4.0	**0.0**
Programs that protect the environment	4.5	4.4	4.3	**-0.1**

Figure 13: Satisfaction with City Services: Proportion Giving a 6-7 Rating, 2021-2025

(% 6-7 (Very Satisfied) Ratings Shown; Ranked by 2023-2025 Difference in % 6-7 (Very Satisfied) Rating

(Using a Scale of 1 to 7, where 1 = "not at all satisfied" and 7 = "very satisfied")

Service	May 2021	June 2023	February 2025	Difference (2023-2025)
Local road maintenance	30%	20%	29%	+9%
Library services	49%	47%	55%	+8%
911 emergency response	50%	45%	53%	+8%
Maintaining traffic safety	36%	31%	39%	+8%
Retaining and attracting local businesses	--	17%	24%	+7%
Special City events, such as the 4th of July parade and summer concerts in the park	41%	53%	59%	+6%
Tree trimming	47%	44%	49%	+5%
Police protection in your neighborhood	40%	40%	45%	+5%
Preventing street flooding	34%	29%	34%	+5%
Afterschool activities for young people	22%	20%	25%	+5%
Cultural and arts opportunities	24%	29%	34%	+5%
Keeping City streets and alleys clean	34%	30%	34%	+4%
Fire protection and paramedic services	60%	59%	62%	+3%
Landscaping on street medians and other public areas	47%	40%	43%	+3%
Parking enforcement	28%	27%	30%	+3%
Enforcing city codes to keep neighborhoods safe and clean	--	27%	29%	+2%
Addressing homelessness	12%	9%	11%	+2%
Sidewalk maintenance	35%	33%	34%	+1%
Graffiti removal	--	39%	39%	0%
Management of city government finances	18%	14%	14%	0%
Senior programs	22%	22%	21%	-1%
Programs that protect the environment	20%	23%	21%	-2%

2025 Results Among Subgroups

The services generating the highest mean scores for the sample as a whole also are the top-rated services among virtually every subgroup analyzed.

- **Race/Ethnicity**: There is little difference in the mean ratings for nearly all the services among white and Latino residents, with no greater than a three-tenths difference in mean scores other than in three areas. Moreover, the areas generating the greatest satisfaction and the lowest are the same among white and Latino residents.

  Specifically, white residents are more satisfied on average than Latino residents with *fire protection and paramedic services* (6.2 to 5.8) and *911 emergency response* (6.1 to 5.6). And while *addressing homelessness* is the area of lowest satisfaction for both subgroups, white residents show more satisfaction on average than Latino residents (3.5 to 2.9). Comparisons are not made with African Americans and AAPI residents because of the small sample size. However, African American residents show at least slightly more satisfaction on average in most areas, particularly for *graffiti removal* (5.9 to 5.1 sample average), *maintaining traffic safety* (5.9 to 4.8), and *keeping City streets and alleys clean* (5.5 to 4.7).

- **Age**: The same services rank among the top in terms of satisfaction among those ages 18 to 49 and 50 or older. The largest differences in mean satisfaction ratings are for *911 emergency response* (5.5 for those 18 to 49 and 6.0 for those older), *maintaining traffic safety* (4.6 to 5.1), and *programs to protect the environment* (4.1 to 4.8).

- **Gender**: There is no difference in the top-ranked services by gender and no more than a three-tenths difference in any area other than four-tenths of a point for *graffiti removal* (5.3 among men and 4.9 among women). Women ages 50 or older are more satisfied with *911 emergency response* (6.3) than younger women (5.3) and men generally (5.7). Women ages 18 to 49 have lower average satisfaction ratings in many areas, but most notably toward *programs to protect the environment* (3.9 mean score compared to 5.0 of older women and 4.4 of men) and *local road maintenance* (3.9 to 4.5 of older women and 4.4 of men).

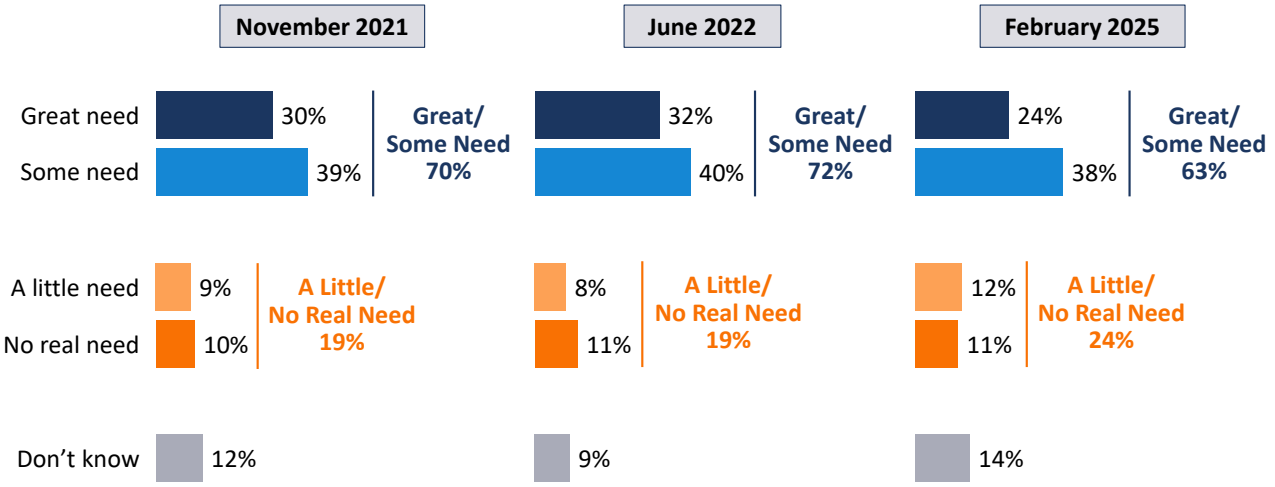
- **Other subgroups:** There is little notable differences by those with a college education or less education; zip codes; parents of minor children or not; and homeowners and renters (with the most notable difference in satisfaction with *preventing street flooding* at 4.8 for homeowners to 4.3 for renters and *programs to protect the environment* at 4.6 to 4.0). There was also little notable difference by City Council Districts. However, those in District 3 are less satisfied on average with most of the top-rated services than those in the other City Council Districts—although they rank them similarly.

2.3 Perception of Need for More Funding

Over 6 in 10 (63%) residents believe the City of Ontario has at least "some" need for additional funding to provide the level of city services that Ontario residents need and want, with 1 in 4 (24%) believing there is a "great" need (**Figure 14** illustrates the results). Another 24 percent believe there is a little need (12%) or "no real need" (11%), while 14 percent are unsure.

While this question was not asked in the 2021 or 2023 Resident Satisfaction Survey, it was asked in two surveys of likely voters conducted in November 2021 and June 2022 (see **Figure 14**). Perception of need is lower in the current survey of all residents than it was in these voter surveys (72% in 2022 and 70% in 2021). However, it is important to note that the difference in samples between the two surveys—the current being conducted among all residents and the 2021 and 2022 surveys being conducted among likely voter electorates—may stand behind the difference in results. To this point, 65 percent of respondents who are registered voters believe there is a need for more funding, while 50 percent of non-voters gave this response.

Figure 14: Perception of Need for Additional Funding To Provide Services



Results Among Subgroups: Differences in the proportion who believe there is at least some need for more funding by subgroups include the following:

- Residents of color (66% great/some need), including African American (73%), Latino (67%) and AAPI (57%) residents believe there is a need for more funding in higher proportions than white residents (52%).
- The proportion believing there is at least some need for more funding declines with rising age, from 68 percent among those under 40 years of age to 49 percent of those 65 years of age or older.
- Women are more likely than men to believe there is at least some need for more funding (69% to 56%), with women ages 18 to 49 the most likely to feel this way (75%, compared to 56% of younger men and residents 50 or older generally) as well as women with minor children (74%). Latinas are also more likely to feel this way than Latino men (73% to 60%).

- Districts 1 and 3 residents (59% each) are less likely to say there is a need for more funding than residents in Districts 2 (67%) and 4 (66%). This reflects Districts 1 and 3 residents being more uncertain rather than believing there is little to no need in higher numbers. Perception of need is much stronger in Old Town (65%) than Ontario Ranch (49%).

Section 3: Perceptions of Neighborhood Safety and Emergency Preparedness

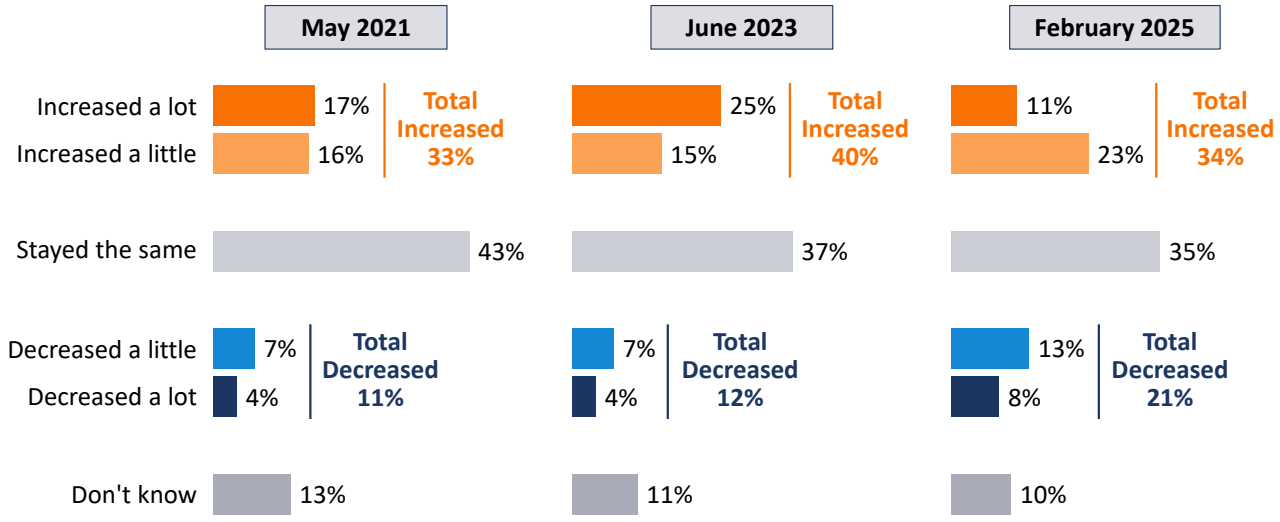
3.1 Crime in Neighborhood

One in three (34%) respondents believe crime has increased "a lot" (11%) or "a little" (23%) in their neighborhood in the last five years, while another 35 percent believe it has "stayed about the same." Twenty-one percent (21%) believe crime has decreased "a lot" (8%) or "a little" (13%). Given the high level of concern about crime (although the survey suggests it has lessened somewhat since 2023), those who feel crime has "stayed the same" are most likely offering a negative assessment.

Perceptions about crime in their neighborhood have improved since 2023, returning to 2021 levels. Specifically, 40 percent believed crime had increased in the 2023 survey. This compares to a lower 34 percent currently—more in line with the 33 percent who gave this response in 2021. Moreover, while 25 percent felt crime had increased "a lot" in 2023, just 11 percent hold that view currently. And the proportion who believe crime has decreased has doubled since both 2021 and 2023 (11% in 2021 and 12% in 2023 to 21 percent in 2025). **Figure 15** illustrates the results.

Figure 15: Perception of Change in Neighborhood Crime in the Last Five Years, 2021-2025

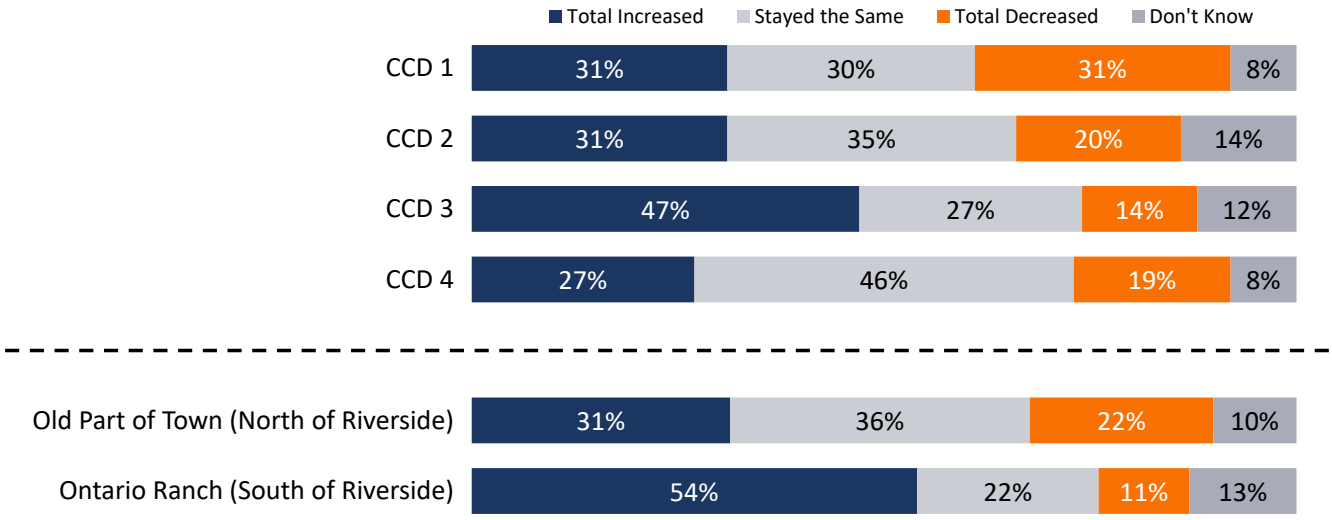
Thinking about the last five years, do you think crime in your neighborhood has increased, stayed the same, or decreased?



Results Among Subgroups: Notable differences in the proportion who feel crime has increased include the following:

- Mothers of minor children are more likely to feel crime has increased than fathers of minor children (42% to 29%).
- Homeowners are more likely to believe crime has increased in their neighborhoods (40%) than renters (27%).
- The perception that crime has increased in their neighborhood is higher with those earning $150,000 or more in household income (42%) than those earning less (33%).
- Those in the 91761 zip code are more likely to feel that crime has increased (41%) than those in the 91762 (34%) or 91764 (28%) zip codes. And 47 percent of those in City Council District 3 feel this way, compared to 27 percent to 31 percent of those in other districts (see **Figure 16**).
- Over half (54%) of residents in Ontario Ranch believe crime has increased in their neighborhood, far more than feel this way in Old Town (31%). **Figure 16** demonstrates the results.

Figure 16: Perception of Change in Neighborhood Crime in the Last Five Years by Area
(By City Council District & Model Colony)

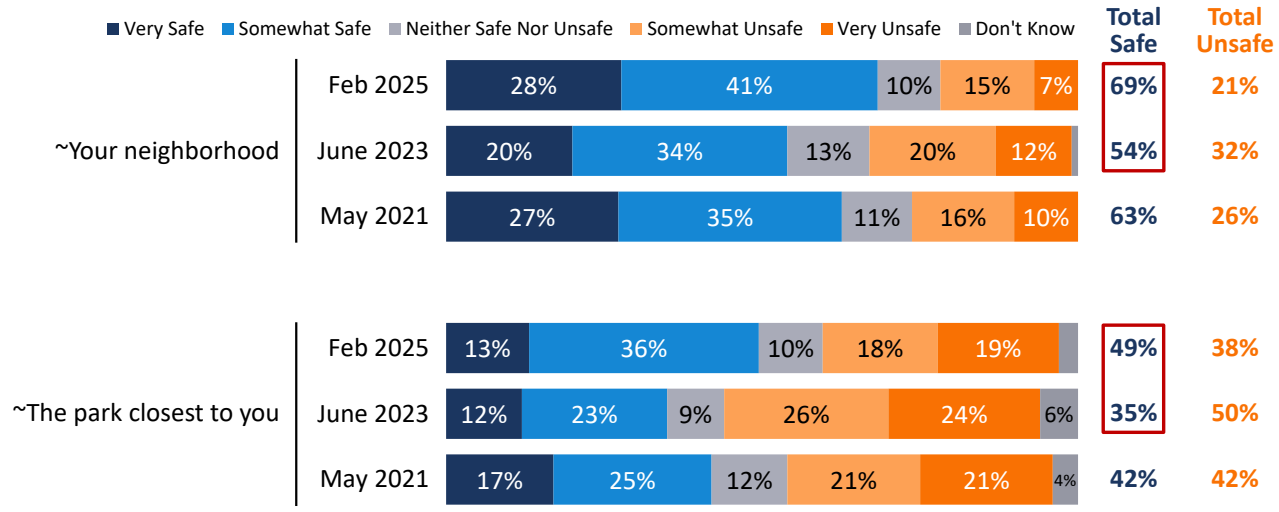


Perceptions of safety in their neighborhood or park closest to them *at night* are up substantially from two years ago.

Sixty-nine percent (69%) feel at least somewhat safe walking around their neighborhood at night—improved from 54 percent in 2023 and 63 percent in 2021. However, perception of safety is modest, with 28 percent feeling "very" safe and the remaining 41 percent feeling "somewhat" safe. A low 21 percent feel "unsafe" in their neighborhood at night—again an improvement from the 32 percent who gave this response in 2023 and 26 percent in 2021.

A lower 49 percent feel safe at night in the park closest to them (with just 13% feeling "very" safe)—although this is up from 35 percent in 2023 and 42 percent in 2021 (see **Figure 17**).

Figure 17: Perception of Safety at Night in Neighborhood or Closest Park, 2021-2025
(Ranked by 2025 Total Safe)



Results Among Subgroups:

- Women are less likely than men to say they feel safe walking around at night in their neighborhood (63% safe among women to 75% of men) or the park closest to them (38% to 60% of men).
- Perceptions of safety in their neighborhood at night increases with age, from 62 percent among those 18 to 29 and 68 percent among those 30 to 49 to 74 percent of those 50 or older. This is also true about feeling safe in a nearby park at night: 40 percent among those 18 to 29, 46 percent among those 30 to 49, and 57 percent of those older.
- Men ages 50 or older are the most likely to feel safe both in their neighborhood (80%) and park (65%) at night. Women ages 18 to 49 or older are less likely than older women to feel safe in their nearby park at night (33% to 49% of those 50+). There is little difference among women by age in perceptions of safety in their neighborhood at night.
- Among all subgroups, Latino men (63%) are among the most likely to feel safe at the park closest to them at night. And Spanish-speaking Latino residents are more likely than English-speaking Latino residents to feel safe both in their neighborhood (75% to 64%) and nearest park (56% to 47%) at night.
- College-educated men are among the most likely to feel safe in their neighborhood (83%) and nearby park (65%) at night.
- Homeowners are more likely than renters to feel safe in their neighborhood (73% to 62% of renters) or nearest park (53% to 42%) at night.
- Perceptions of safety rise with income as well, from 59 percent of those earning $30,000 or less in household income feeling safe at night in their neighborhood to 75 percent of those earning over $150,000. This trend is less pronounced when considering their nearby park.

- Respondents from City Council District 3 are the most likely to feel safe in their neighborhood (81%) or nearest park (57%) at night. Those in City Council District 1 are the least likely to feel safe in their neighborhood (58%) or nearest park (39%) at night. Eighty-two percent (82%) of those in Ontario Ranch feel safe in their neighborhood at night and 57 percent feel this way at a nearby park. This compares to 67 percent in their neighborhood and 48 percent in a nearby park at night in Old Town.

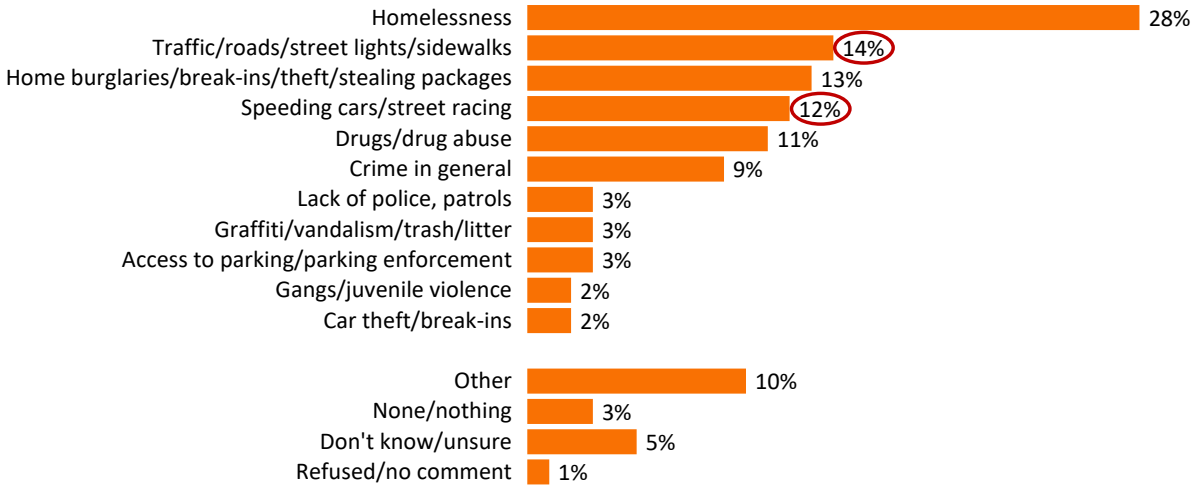
Far and away the highest proportion of respondents consider homelessness to be the most serious public safety concern in their neighborhood, with 28 percent volunteering this response in an open-ended question where no response options were provided. The illustration at right shows the most mentioned words, with the size of the word representing how often it was mentioned.



The next most mentioned concern is safety issues related to traffic, roads, streetlights, and sidewalks (14%), followed by home property crime (13%), speeding and street racing (12%), and drug use and abuse (11%). Eleven percent (11%) volunteered crime in general. No other issue was mentioned by more than three percent of respondents (see **Figure 18**). This question was not asked in 2021 or 2023.

Figure 18: Most Serious Public Safety Concern in Your Neighborhood, 2025

(Ranked Open-ended Grouped Responses; Multiple Responses Accepted; Responses 2% and Above Shown)



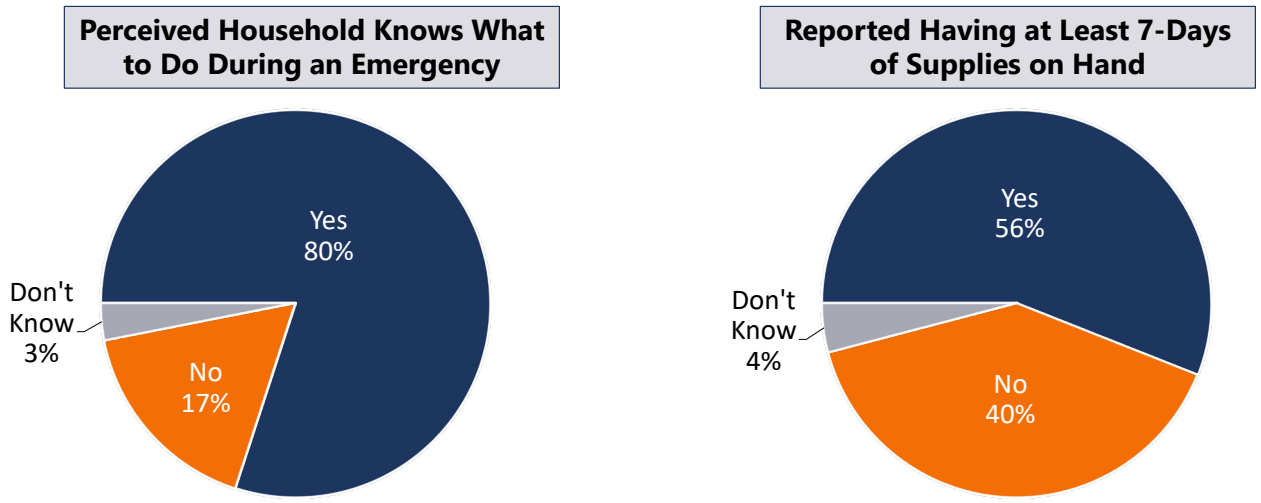
Results Among Subgroups:

- Homelessness was the most volunteered issue with nearly every subgroup. Notable differences include the following:
  - This issue was named in some of the highest numbers by Spanish-speaking Latino residents (37%).
  - Residents ages 65 or older were less likely to mention homelessness as the most serious public safety concern in their neighborhood, with 13 percent giving this response compared to 29 percent of those 18 to 49 and 35 percent of those 50 to 64 years of age.
  - Those in City Council District 3 were among the least likely to volunteer homelessness as their most serious public safety concern (20%, compared to 28% to 31% in other districts). Relatedly, just 12 percent mentioned this issue in Ontario Ranch, compared to 30 percent in Old Town.
- Speeding cars and street races was named in much higher numbers by those 65 years of age or older (23%) than those younger (10%).
- Residents of 10 years or less were among the most likely to mention home burglaries, break-ins, theft, or stealing packages (20%), compared to residents of 11 to 20 years (13%) or longer (8%). Subgroups mentioning this issue in the highest numbers include those with incomes of $150,000 or more (24%) and Ontario Ranch (28%), District 3 (22%) and 91761 (20%) residents.
- Those earning $30,000 or less and those earning $100,000 or more were more likely to volunteer traffic and street safety issues (26% and 17%, respectively) than those with household incomes in between (7%)

3.2 Emergency Preparedness

Eighty percent (80%) of respondents said they feel they *know what to do during an emergency such as an earthquake or other natural disaster.* However, a lower 56 percent reported they have *at least seven days of supplies on hand in case of an emergency, such as an earthquake or other natural disaster* (see **Figure 19**). This question was not asked in 2021 or 2023.

Figure 19: Preparedness for a Natural Disaster



Results Among Subgroups

High proportions of all subgroups believe they know what to do during an emergency such as an earthquake or other natural disaster. Yet, there are some notable differences in the proportion who feel they know what to do in an emergency:

- White residents (93%) more than residents of color (77%)
- Those ages 30 to 49 (82%) and older (85%) more than those 18 to 29 (69%)
- Post-graduates (80%) and those without a college education (83%) more than those with an undergraduate degree (64%)

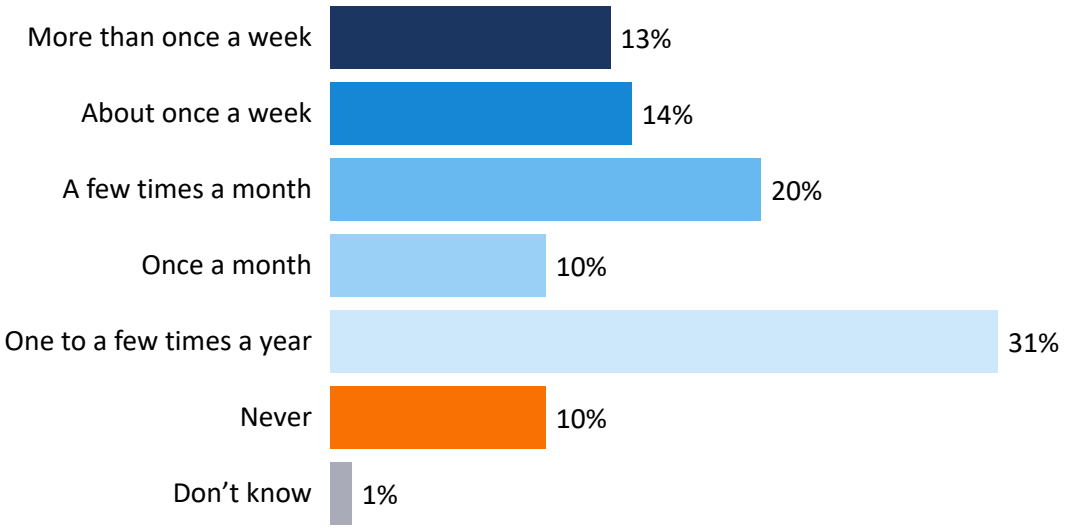
The subgroups most likely to have at least seven days of supplies on hand in case of an emergency include white men (78%), those with household incomes of $150,000 or greater (70%), African American residents (65%), those ages 50 or older (63%--particularly men at 70%), and homeowners (62%). Those 18 to 29 were the most likely to say they do not have these supplies (at 50%).

Section 4: City Parks

As mentioned earlier, residents are satisfied on average with the *condition of city parks*—with reviews similar among those who visit city parks at least once a week or once to a few times a year.

Most residents surveyed visit a city park at least one to a few times a year, with just 10 percent saying they never do so. Just over 1 in 4 (27%) visit a city park once a week (14%) or more (13%), while 20 percent do so a few times a month, 10 percent once a month, and 31 percent one to a few times a year (see **Figure 20**).

Figure 20: Frequency of Visiting City Parks, 2025



Results Among Subgroups: The following subgroups are among the most likely to report that they visit city parks at least once a month:

- Those with minor children (72%)
- Residents of Ontario Ranch (66%)
- Those ages 18 to 39 (62%)
- Latinos (61%)
- Some college or less (60%)
- Those residing in zip codes 91761 (62%) and 91762 (60%) more than those in 91764 (50%)
- Those in City Council Districts 2 (63%) and 3 (62%) compared to Districts 1 (54%) and 4 (50%)

Those who visit city parks at least once a year, were asked what one park feature they would like the City to add that would increase how often they visited a city park. While some respondents mentioned specific attractions at the parks, others had issues related to safety and maintenance at the forefront of their thinking (see **Figure 21**). The illustration at right below shows the most mentioned words, with the size of the word representing how often it was mentioned.

Eleven percent (11%) volunteered that they would visit the parks more if there was more policing, security, or safety or less crime and drug activity. Related to safety for many, seven percent would visit more often if people experiencing homelessness were "removed." Five percent (5%) also mentioned they would like to see more lighting.



Related to maintenance, improvements mentioned include cleanliness in general, trash removal, and groundskeeping (6%); bathroom cleaning and more restrooms (5%); and equipment maintenance and upgrades (4%).

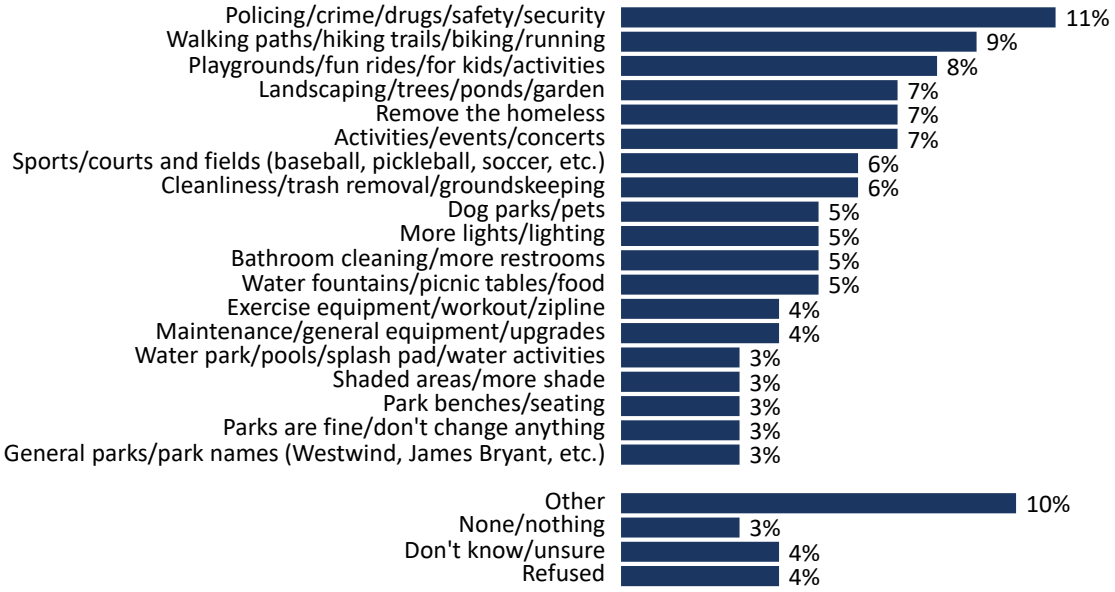
Many mentioned specific amenities that would draw them to the parks more frequently. The most mentioned amenities include more walking, running, and bike paths and hiking trails (9%); more playgrounds, rides, and activities for children (8%); and more activities, events, and concerts generally (7%). Six percent volunteered that they would like to see more sports courts and fields (with an additional 2% mentioning basketball courts specifically), five percent more dog parks, four percent more exercise equipment, and three percent more water features.

Residents also mentioned improvements related to passive spaces, including seven percent who said they would be more likely to visit city parks if they had improved landscaping, trees, ponds, or gardens; five percent who mentioned water fountains, picnic tables and food; and three percent each who mentioned more shaded areas or more park benches or seating.

The small number of respondents who never go to City parks gave similar answers when asked what one park feature they would like the City to add that would increase their likelihood of visiting a city park. This includes policing and greater public safety (12%), and "removing" the homeless (10%) as well as more walking and running paths (6%), improved lighting (4%), and more benches or places to sit (2%). No one issue or change stood out as a barrier to park use.

Figure 21: Features that Would Increase Likelihood of Visiting a City Park, 2025

(Ranked Open-ended Grouped Responses; Multiple Responses Accepted; Responses 3% and Above Shown; Asked of those who go to City Parks at least once a year; n=485)



Results Among Subgroups:

- The proportion giving a response related to safety rises with education, from 11 percent of those with a high school education or less to 30 percent of post-graduates. A higher proportion of Old Town residents gave a safety-related response than those in Ontario Ranch as well (22% to 12%).
- Residents of color were more likely to mention an improvement related to active spaces, with 36 percent giving such a response compared to 24 percent of white residents.
- Fathers of minor children were the most likely to give a response related to grounds and maintenance, with 31 percent doing so compared to 17 percent of mothers with minor children and 17 percent of residents without minor children.

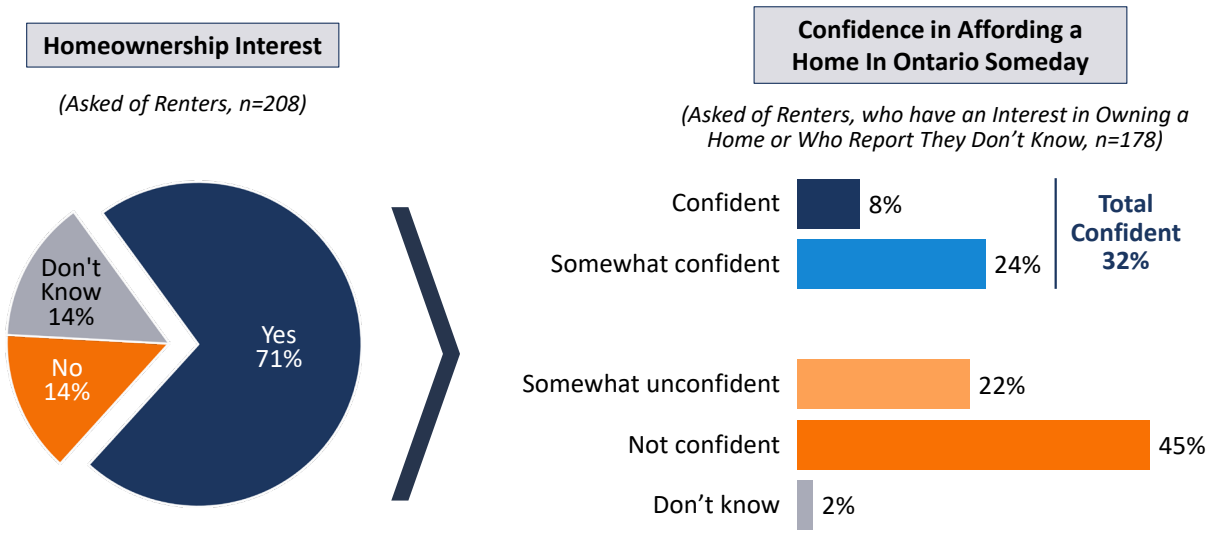
Section 5: Opinions of City Policies And Proposals

5.1 Home Ownership and First-Time Buying Assistance Program

For the first time this year, the survey explored resident sentiments around homeownership and a potential first-time buyer assistance program. These questions were included to better understand residents' views on home ownership in Ontario—an area of known concern and confirmed in this survey.

Seven in 10 (71%) renters (with renters accounting for 38% of the sample) express an interest in owning a home in the City of Ontario at some point in the future, while 14 percent are unsure, and 14 percent are not interested. Of those who are unsure or are interested, just 32 percent are confident they will be able to afford to do so. Moreover, just eight percent are "very" confident, with 24 percent only "somewhat." Meanwhile, 22 percent are somewhat unconfident, and 45 percent are not confident (2% are unsure). **Figure 22** illustrates the results.

Figure 22: Interest in Homeownership in Ontario Among Renters And Confidence in Affording to Do So
(Asked among Renters Only, n=208)

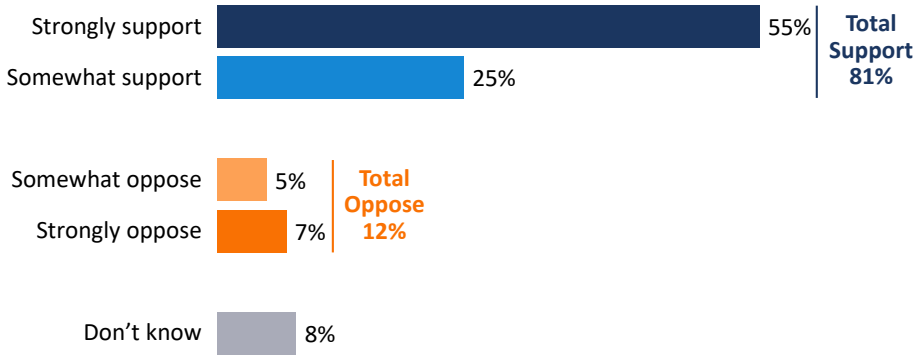


Interest in homeownership is high among renters in all subgroups analyzed, but particularly so among men (80%), those with minor children (80%), residents with household incomes of $100,000 or more (80%), and City Council District 2 residents (83%). Confidence in being able to afford a home is no greater than 35 percent with any of these subgroups.

Eight in 10 (81%) of all respondents (renters and homeowners) support a down payment assistance program for first-time buyers, with priority given to Ontario residents and workers—with 55 percent "strongly" in support and 25 percent "somewhat" in support. Just 12 percent oppose this proposal, with eight percent uncertain (see **Figure 23).**

Figure 23: Support/Opposition for a First-Time Homebuyer Down Payment Assistance Program

Generally speaking, does a down payment assistance program for first-time homebuyers, with priority given to Ontario residents and workers, sound like something you would strongly support, somewhat support, somewhat oppose, or strongly oppose?



Results Among Subgroups: Three out of four residents in nearly all subgroups analyzed support such a down payment assistance program with priority given to Ontario residents and workers. Renters support this program more than homeowners (89% to 75% of homeowners), as do women more than men (85% to 76%), residents earning less than $60,000 in household income more than those more affluent (90% to 80%), and residents under age 65 than those 65 or older (83% to 68%)—with older and more affluent residents more likely to be homeowners. Support is weaker in City Council District 3 (73%) than other districts (between 83% and 85%), and there is less support in Ontario Ranch than Old Town as well (69% to 83%).

5.2 Charter City Proposal

By more than a 2 to 1 ratio, those able to give an opinion support Ontario becoming a charter city—before hearing any information about it (see **Figure 24**). Forty-five percent (45%) support becoming a charter city while 19 percent oppose it, and 36 percent are unsure. Support is soft, however, with 20 percent "strongly" in support and 25 percent only "somewhat."

Support increased 23 points, from 45 percent to 68 percent, after respondents heard or read a brief statement describing what it means to become a Charter City (see **Figure 24**). The statement read as follows:

> *Here is some more information. Currently, Ontario is a general law city, meaning that the City only has those powers and may only adopt local laws governing the City as provided by State law. Becoming a charter city would give Ontario "home rule" authority over its local affairs to exercise powers and adopt laws which may be different than State law and which are tailored to the specific issues in our own community. It would provide more local control in determining land use decisions and contracts with vendors.*

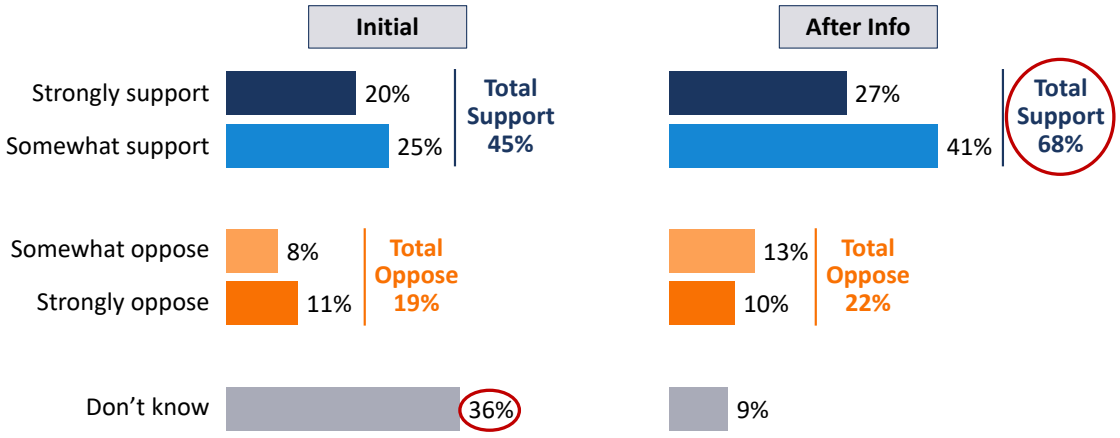
There was statistically no change in the proportion who oppose Ontario becoming a Charter City; the increased support reflects those who were initially undecided now offering their support.

While overall support is strong, intensity of support remains modest, with 27 percent saying they would "strongly" support the City of Ontario becoming a charter city, while 41 percent "somewhat" support this proposal. This reflects that most of the increase in support came from those who were initially undecided and, therefore, may only be willing to offer soft support.

While 22 percent oppose it, just 10 percent "strongly" do so (13% "somewhat" oppose), and nine percent are uncertain.

Figure 24: Support/Opposition Toward Becoming a Charter City Before and After Information

Here is some more information. Currently, Ontario is a general law city, meaning that the City only has those powers and may only adopt local laws governing the City as provided by State law. Becoming a charter city would give Ontario "home rule" authority over its local affairs to exercise powers and adopt laws which may be different than State law and which are tailored to the specific issues in our own community. It would provide more local control in determining land use decisions and contracts with vendors.



Whether Ontario becomes a charter city or not will be decided at the ballot box if the City Council chooses to pursue it. The survey results show that registered voters are far more undecided and less supportive than non-voters. When first asked about becoming a charter city, 39 percent of registered voters supported the proposal while 21 percent opposed it, and 40 percent were uncertain. This compares to support from 77 percent of non-voters and opposition from a low nine percent (15% uncertain). After information, nine in 10 (90%) non-voters support becoming a charter city—26 points higher than the 64 percent of voters who do so (with 25% of voters opposed).

Results Among Subgroups:

Support for becoming a charter city rose by double digits with every major subgroup analyzed, with support now above 60 percent with every subgroup other than those least affluent. Notable differences in support after information include the following:

- Those earning $30,000 or less are far less likely to support becoming a charter city (50% support) than those earning between $30,000 and $100,000 (72%), or more (71%).

- Support is stronger among Spanish-speaking Latino residents (76%) than English-speaking Latino residents (66%)
- Support is stronger in City Council District 2 (74%) than other districts (64% to 68%).
- Support is slightly weaker with those 18 to 49 than those older (65% to 73%).

Section 6: Sources of Information

As in 2021 and 2023, residents were asked to evaluate how often they turn to a number of sources for information about the City of Ontario's programs, events, and issues (see **Figure 25**). As in past years, the most mentioned source is *Ontario Living Magazine*, with 61 percent utilizing this source at least occasionally. This is followed by *word of mouth* (55%), the *City of Ontario's website* (53%), and *local unofficial social media pages belonging to private community groups* (51%). An only slightly lower proportion, 45 percent, turn to *City of Ontario's official social media pages* for information.

Lower numbers utilize *inserts included in your utility bill* (40% frequently or occasionally), *the Nextdoor website or app* (37%), *the City of Ontario's e-newsletter* (37%), *the phone app known as My Ontario* (25%), and *Inland Valley daily Bulletin online or in print* (24%).

The proportion relying on *word of mouth* has increased from past years (55% from 45% in 2023 and 47% in 2021). There is little change in the proportion utilizing the other sources of information at least occasionally compared to past years.

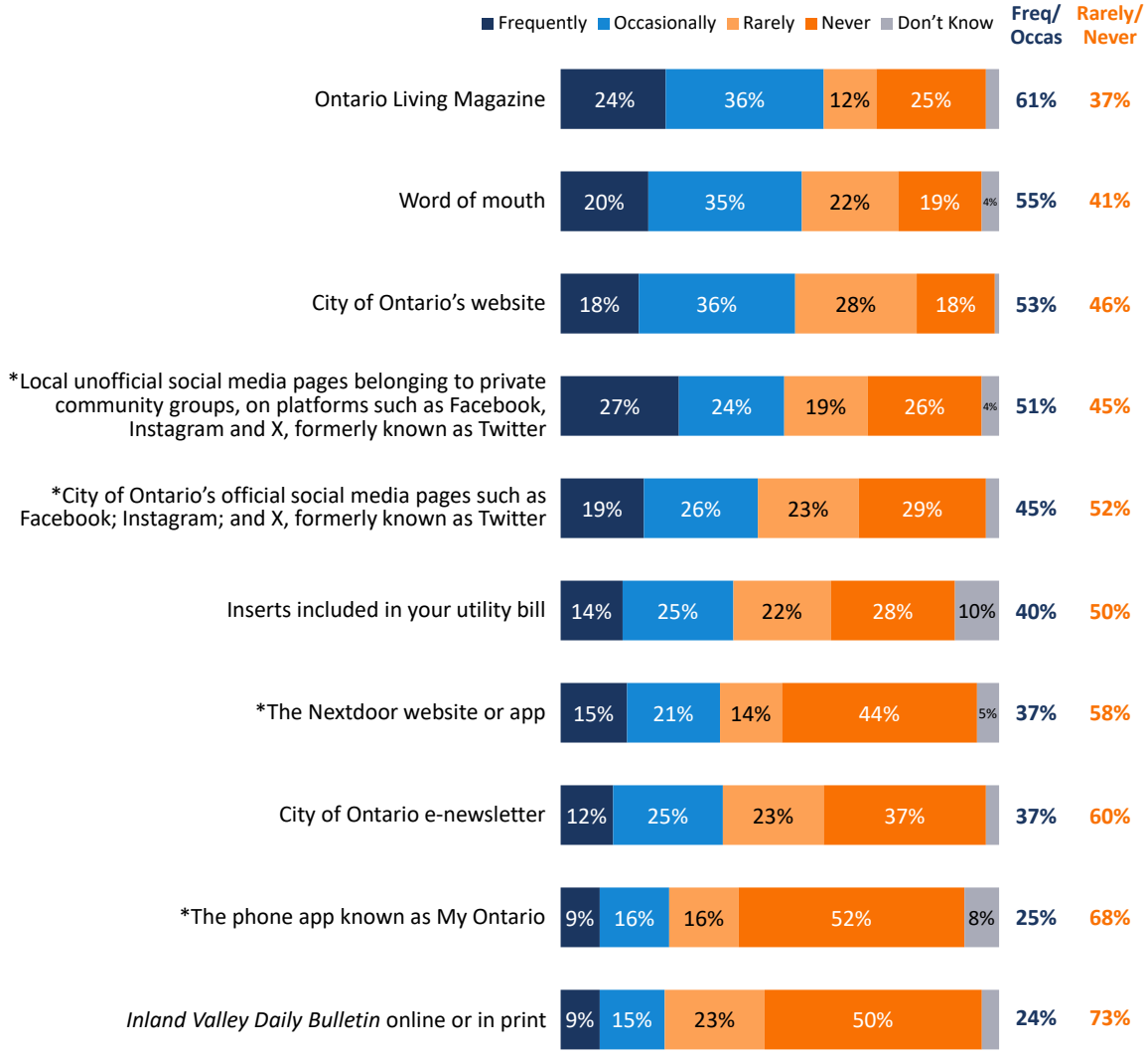
Results Among Subgroups

The top four sources of information are generally the same among the subgroups analyzed. Notable differences include the following:

- Residents ages 18 to 29 rely most on word of mouth (58%) and unofficial social media pages (55%). Those 30 to 49 rely most on *Ontario Living Magazine* (67%) as well as word of mouth (59%), the City's website (57%), and unofficial social media pages (56%). Two out of three (66%) of those older rely on *Ontario Living Magazine* while 54 percent also turn to the City's website.
- Women ages 50 or older are among the most likely to utilize *Ontario Living Magazine* (71%). While 51 percent of women ages 50 or older rely on unofficial social media—putting it among their top sources—a lower 36 percent of men ages 50 or older do so.
- Homeowners turn most to *Ontario Living Magazine* (68%) while renters utilize local unofficial social media (58%) and word of mouth (57%) sources in the highest numbers.
- While the top sources of information are generally the same regardless of City Council District, residents in Districts 1 and 4 are more likely to turn to local unofficial social media sources (61% each) than those in District 2 (37%) or 3 (45%).
- Ontario Ranch residents get information from *word of mouth* in some of the highest numbers (73%). However, the top sources are the same among residents of Ontario Ranch and Old Town.

Figure 25: Use of Sources for Information on City programs, Events, and Issues. 2021-2025

*(Ranked by Frequently/Occasionally 2025; *Indicates item was split sampled)*



Section 7: Summary of Results by City Council Districts

The following outlines the results by City Council District for easy reference. There were few notable differences by Council District. Only notable differences are reported below, as well as the top issue priorities in each district.

District 1

- Two out of three (68%) District 1 residents believe Ontario is an "excellent" or "good" place to live—slightly below the 77 percent and 78 percent who feel this way in District 2 and 3, but similar to the 67 percent who gave this response in District 4.

- When asked to rate how serious they consider a number of issues, the highest proportion gave responses related to the cost of living and cost of housing, as well as homelessness. Top concerns in District 1 are as follows (ranked by "very serious"):

- *The ability to purchase a home* (63% very serious, 80% total serious)
- *The difficulty for residents to own a home in the City* (63%, 80%)
- *The cost of housing* (60%, 80%)
- *The cost of living* (56%, 88%)
- *The number of individuals who are homeless* (59%, 86%)
- *A lack of affordable housing* (46%, 72%)
- *Use and abuse of drugs such as opioids and fentanyl* (48%, 76%)
- *Speeding and unsafe driving* (50%, 70%)—a higher concern in District 1 than District 2 (41%), 3 (28%), and 4 (30%)
- *Drug use and drug abuse* (45%, 78%)

Figure 26 shows evaluations of local issues by each City Council District.

District 2

- Seventy-seven percent (77%) of District 2 residents believe Ontario is an "excellent" or "good" place to live—similar to the 78 percent in District 3 and higher than 68 percent in District 1 and 67 percent in District 4.

- When asked to rate how serious they consider a number of issues, as in District 1, issues related to housing and cost of living as well as homelessness top the list. Top concerns in District 2 are as follows (ranked by "extremely serious"):

- *The cost of housing* (73%, 92%)—called a serious issue by the highest proportion across all districts
- *The ability to purchase a home* (60%, 90%)—called a serious issue by the highest proportion across all districts
- *Cost of living* (59%, 90%)
- *The number of individuals who are homeless* (52%, 81%)

- *Use and abuse of drugs such as opioids and fentanyl* (50%, 69%)
- *The difficulty for residents to own a home in the City* (48%, 68%)
- *A lack of affordable housing* (46%, 81%)
- *Drug use and drug abuse* (45%, 72%)

- When asked to rate their level of satisfaction with the delivery of various city services, the same services are generally ranked at the top regardless of district of residence. However, District 2 residents are more likely to be very satisfied (based on a rating of "6" or "7" on the 7-point scale) with the job the City is doing *maintaining traffic safety* (52% "6" or "7" rating, compared to 31% to 37% in other districts)—putting it among the services with which these residents express the most satisfaction.

- District 2 residents are the least likely to feel safe in their neighborhood at night (58%, compared to 64% to 81% in other districts) or nearby park at night (39%, compared to 49% to 57%). However, notably, they are more likely to believe crime has decreased in their neighborhood (31%, compared to 14% to 20% in other districts).

- Over 8 in 10 (83%) District 2 renters are interested in owning a home in Ontario at some point in the future—the highest proportion across the four districts (66% to 73% in other districts). Yet just 33 percent are at least somewhat confident they will be able to afford to do so.

District 3

- Seventy-eight percent (78%) of District 3 residents believe Ontario is an "excellent" or "good" place to live—similar to the 77 percent in District 2 and higher than 68 percent in District 1 and 67 percent in District 4.

- When asked what is the most serious issue facing residents in an open-ended question where no response options were provided, District 3 residents were more likely to mention issues related to construction, development, and overpopulation, with 26 percent giving this response compared to eight percent to 12 percent in other districts. While homelessness was the most volunteered issue in other districts, it is a far lower concern in District 3, with 12 percent giving this response compared to 28 percent to 30 percent in other districts.

- District 3 residents react with less intensity to most issues tested than those in other districts. Moreover, residents in this district express much less concern about homelessness. Top concerns in District 3 are (ranked by "very serious"):

- *The cost of housing* (49%, 78%)—far lower than 60% to 73% very serious in other districts
- *The difficulty for residents to own a home in the City* (49%, 77%)
- *Cost of living* (45%, 82%)—lower than 56% to 61% very serious in other districts
- *The ability to purchase a home* (45%, 77%)—far lower than 60% to 64% very serious in other districts
- *The amount of truck traffic* (41%, 71%)—higher than 24% to 35% very serious in other districts

- *Burglary, car theft, and other property crimes* (39%, 74%)
- *A lack of affordable housing* (39%, 67%)
- *The number of warehouses and industrial buildings in the City* (37%, 67%)—overall named by more residents as a serious concern in District 3 than other districts (44% to 54%)
- *The amount of taxes people have to pay for city services* (37%, 66%)
- *The number of individuals who are homeless* (36%, 81%)—lower than 52% to 59% very serious in other districts
- *The loss of local business* (36%, 80%)

- When asked to rate their level of satisfaction with the delivery of various city services, the same services are generally ranked at the top regardless of district of residence. However, District 3 residents are less likely to say they are very satisfied (based on a rating of "6" or "7" on the 7-point scale) with most services. Moreover, the average—or mean—score for most services is lower among District 3 residents than those in other districts.

- District 3 residents are more likely to be homeowners (69% compared to the sample average of 56%). They are slightly less likely to support down payment assistance (73%) than those in other districts (83% to 85%) potentially as a result of this.

- These residents are the most likely to feel safe in their neighborhood at night (81% compared to 58% to 72% in other districts) or nearby park at night (57% compared to 39% to 50% in other districts). Yet, they are also the most likely to believe crime has increased in their neighborhood (47% compared to 27% to 31% in other districts).

- Property theft, including home burglaries, break-ins, theft, and stealing packages was volunteered by nearly 1 in 4 (22%) District 3 residents as the most serious public safety concern in their neighborhood—making it the most mentioned concern (statistically similar to the 20% saying homelessness). This is far greater than the eight percent to 11 percent in other districts who volunteered this issue.

District 4

- Sixty-seven percent (67%) of District 4 residents believe Ontario is an "excellent" or "good" place to live—similar to the 68 percent in District 1 but lower than 77 percent in District 2 and 78 percent in District 3.

- District 4 residents called homelessness a serious concern in the highest proportion across the four districts—although they expressed far more concern about the cost of housing and the cost of living. Specifically, the issues considered most serious in District 4 are (ranked by "extremely serious"):

- *The cost of housing* (70%, 81%)
- *The difficulty for residents to own a home in the City* (67%, 86%)
- *The ability to purchase a home* (64%, 81%)
- *Cost of living* (61%, 93%)

- *A lack of affordable housing* (59%, 96%)—the highest proportion calling this issue "very" serious across the four districts (39% to 46%) and serious overall (67% to 81%)
- *The number of individuals who are homeless* (52%, 92%)—highest overall concern across four districts
- *The local air quality* (47%, 78%)—far more overall concern (50% to 59%) and intensity (35% to 34%) compared to other districts
- *The loss of local business* (42%, 75%)

Figure 26: Ranking of Issue Concerns by City Council District, 2025

(Very Concerned Shown; ^Indicates not part of split sample)

Issue	Total	District 1	District 2	District 3	District 4
The Cost Of Housing	**62%**	60%	73%	49%	70%
Ability To Purchase A Home	**57%**	63%	60%	45%	64%
The Difficulty For Residents To Own A Home In The City	**57%**	64%	48%	49%	67%
Cost Of Living	**55%**	56%	59%	45%	61%
The Number Of Individuals Who Are Homeless	**49%**	59%	52%	36%	52%
A Lack Of Affordable Housing	**48%**	46%	46%	39%	59%
Use And Abuse Of Drugs Such As Opioids And Fentanyl	**42%**	48%	50%	31%	39%
Burglary, Car Theft, And Other Property Crimes	**39%**	39%	41%	39%	37%
Drug Usage And Drug Abuse	**39%**	45%	45%	34%	35%
The Loss Of Local Businesses	**39%**	39%	37%	36%	42%
Speeding And Unsafe Driving	**37%**	50%	41%	28%	30%
The Amount Of Taxes People Have To Pay For City Services	**34%**	29%	41%	37%	28%
The Quality Of Public Education	**34%**	36%	39%	32%	30%
Local Air Quality	**34%**	25%	30%	34%	47%
Crime In General	**33%**	38%	27%	33%	33%
Illegal Dumping Of Bulky Items	**33%**	32%	34%	31%	37%
The Amount Of Truck Traffic	**32%**	24%	28%	41%	35%
The Condition Of Streets And Roads	**31%**	33%	29%	29%	35%
The Number Of Warehouses And Industrial Buildings In The City	**29%**	23%	23%	37%	34%
Inefficiency In City Government	**26%**	31%	22%	30%	20%
Rundown And Abandoned Buildings	**23%**	39%	26%	20%	7%
A Lack Of Park Space In The City	**22%**	32%	18%	21%	17%
Too Much Growth And Development	**21%**	22%	23%	19%	22%
The Lack Of Afterschool And Youth Recreational Programs	**21%**	19%	15%	24%	27%

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Jennifer Hiramoto Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: STADIUM OPERATING AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ASM GLOBAL STADIUM MANAGEMENT, LLC

RECOMMENDATION: That the City Council authorize the City Manager or his designee, to execute a 10-year Operating and Management Agreement with ASM Global Stadium, LLC, ("Manager"), in substantially the form attached, for the Ontario Baseball Stadium ("Stadium").

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: The fiscal impact is as described below:

EXPENSES

The City will incur the following expenses related to the Management Services Agreement:

1. Pre-Opening Term:
    - From one year before the Grand Opening Day to one month before the Grand Opening Day, the monthly fixed fee will be $10,000.
2. Post-Opening Term:
    - Starting one month before the Grand Opening Day, the City will pay the Manager a base fixed fee of $20,000 per month ($240,000 annually), subject to annual adjustments based on the lesser of 2.5% or the Consumer Price Index (CPI-U), excluding the fiscal year ending in July 2025.

REVENUE

1. Incentive Fee:

- Starting after the first full fiscal year following the Grand Opening Day, the Manager will be entitled to an incentive fee based on Net Operating Income (NOI):
  - First Benchmark: For NOI up to $500,000, the City receives the first $250,000, and the Manager receives the next $250,000.
  - Second Benchmark: For NOI exceeding $500,001, the City receives 75%, and the Manager receives 25%.
- NOI excludes revenue from Stadium naming rights.

These financial obligations will be funded from the appropriate budget allocations for the project each fiscal year.

BACKGROUND & ANALYSIS: The City of Ontario is in the process of developing a 199-acre Regional Sports Complex south of Riverside Drive, and bounded Chino Avenue, Vineyard Avenue and the Cucamonga Creek Flood Channel. Anchoring this development, dubbed the "Ontario Sports Empire," is a 6,500-capacity professional baseball stadium ("Stadium") on approximately 11.33 acres.

The Stadium will be delivered by March 2026, and is the future home of the Single A-Dodger affiliate minor league baseball team. Construction is underway now. The City entered into a Stadium Venue Agreement on October 10, 2024, with Rancho Baseball LLC., who later assigned the contract to Diamond Baseball Holdings, LLC ("DBH"). This Stadium Venue Agreement allows DBH to host all regular season and postseason baseball games (approximately 66 days) and 20 other related-baseball event days and gives DBH certain rights to operate baseball-related activities - and 20 non-baseball special events - during the baseball season within the Stadium. This includes activities include selling tickets, sponsorship and advertisement, operating the Dodger-affiliate Single-A Team, and programming the non-baseball days. DBH is also permitted to use portions of the Stadium throughout the year, including 365-day exclusive access to Team offices, merchandise, sales facilities, and the home and visiting club houses.

While DBH holds a license permitting limited use of the Stadium - specifically, the ability to program events for up to approximately 88 days per year in accordance with the Venue Stadium Agreement - a dedicated Stadium Operator (“Operator”) is required to manage activities during the remaining days. This may include concerts, graduations, sports competitions, and other special events. Additionally, the Operator will work collaboratively with DBH to ensure the smooth operation of the baseball season. This includes operating concessions, managing parking and coordinating municipal services such as traffic control and security.

Under the terms of the Venue Stadium Agreement, the City has a right to select an Operator of the Stadium. The action before the City Council is requesting authorization to execute a Stadium Operating Agreement between the City of Ontario and ASM Global Stadium Management, LLC. ("ASM").

The proposed Agreement would hire ASM to operate, manage, market and promote the Stadium

once it opens March 2026. The Agreement also allows for pre-opening services, which includes consulting, management and marketing services in connection with the preparation of the Stadium to conduct business leading up to opening day.

Key terms of the contract include the following:

- TERM: Commencing one (1) month prior to the ballpark grand opening in March 2026, a ten (10) year initial term with two additional five-year renewable options at the discretion of the City.
- STANDARD OF SERVICE: Establishes a standard of service to ensure effective management of a First-Class multi-purpose sports, entertainment and concert venue that generates revenue, maximizes positive economic impact, maximizes number of events and attendance, and ensures that it is an attractive venue to promote and book a wide variety of events.
- FEES: Establishes a pre-opening fee, a fixed-rate once the stadium is open, and a Net Operating Income share formula between the Operator and the City.
- RE-OPENER: After the third full year, the City and ASM have the right to reopen discussions pertaining to the term and the structure of the incentive fee.

The City has existing contracts with ASM and/or its affiliate companies for the management of other City facilities, including the Toyota Arena and the Ontario Convention Center. Given the City's previous positive experiences in working with ASM at these other locations in addition to ASM's global experience in venue management, it is recommended that the City Council adopt this Stadium Operating Agreement.

STADIUM OPERATING AND MANAGEMENT AGREEMENT

BETWEEN

CITY OF ONTARIO,
a California municipal corporation

AND

ASM GLOBAL STADIUM MANAGEMENT, LLC,
a Delaware limited liability company

Dated _____
(For Reference Purposes Only)

DRAFT

TABLE OF CONTENTS

1	DEFINITIONS	2
2	ENGAGEMENT OF THE MANAGER	5
3	TERM AND RENEWAL TERM	7
4	STANDARD OF SERVICE	8
5	OPERATING AND MANAGEMENT SERVICES	9
6	FINANCIAL PROVISIONS	11
7	UTILITIES	13
8	FUNDING; BUDGETS; BANK ACCOUNTS	13
9	RECORDS; AUDITS AND REPORTS	18
10	MANAGER'S EMPLOYEES	19
11	SUBCONTRACTING	19
12	INDEMNIFICATION	20
13	INSURANCE	20
14	OWNERSHIP OF ASSETS	23
15	ASSIGNMENT; AFFILIATES	23
16	LAWS AND PERMITS	24
17	TERMINATION	25
18	MISCELLANEOUS	26

DRAFT

STADIUM OPERATING AND MANAGEMENT AGREEMENT

This **STADIUM OPERATING AND MANAGEMENT AGREEMENT** ("Agreement") dated as of _____, 2025 (for reference purposes only), is made by and between the City of Ontario, a municipal corporation organized under the laws of the State of California ("City"), and ASM Global Stadium Management, LLC, a Delaware limited liability company, whose current principal office address is 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 ("Manager"). The City and Manager are sometimes collectively referred to herein as the "Parties" and each individually as a "Party."

RECITALS

A. The City is the owner of that certain real property consisting of approximately 199 gross acres of land, bounded to the north by Riverside Drive, to the south by Chino Avenue, to the west by the unimproved right-of-way for Vineyard Avenue, and to the east by the Cucamonga Creek Flood Control Channel, located in the City of Ontario, County of San Bernardino, California, (the "**Site**"), upon which the City intends to improve the Site with municipal sports complex facilities (the "**Sports Complex**").

B. A portion of the Sports Complex Site will be improved with a state-of-the-art baseball stadium reasonably necessary for the proper playing of professional baseball, which includes permanent seating for approximately 4,000 to 5,000 fans, plus grass berm seating for between 500 and 1,500 fans, the playing field, home and visiting team locker rooms, umpires' dressing rooms, ticket sales facilities, press facilities, radio and television broadcast facilities, stadium offices, concession/merchandise stands, reasonable storage and maintenance areas, and other elements required for use and operation of the Stadium and all areas of the Stadium normally made available to spectators, (the "**Stadium**") situated on approximately 11.33 acres of the Site.

C. The Stadium is to be the home location for use by a professional minor league baseball franchise to hold its home games and other related baseball events ("Team Events") and for other events to be held throughout each calendar year, including but not limited to, the State of the City event, community and civic events, certain holiday celebrations, conventions, trade shows, concerts and similar attractions ("City Events" and "Other Events"). Team Events, City Events and Other Events shall have the meaning as each term is defined in the Stadium Venue Agreement (described below) and may be hereinafter collectively referred to as the "Events" in this Agreement.

D. The City and Rancho Baseball, LLC ("Team") entered into that certain Stadium Venue Agreement dated October 10, 2024 (the "Venue Agreement") whereby the City has granted a license to Team to train its baseball team, hold its Home Games and other Team Events (for purposes of this Agreement, ("Home Games" and "Team Events" shall have the meaning as such terms are defined in the Stadium Venue Agreement) at the Stadium.

E. Rancho Baseball, LLC, as Assignor, has assigned to DBH Rancho Cucamonga, LLC, as Assignee, and Assignee has accepted and assumed from Assignor, all of its rights, duties and obligations in, to and under the Venue Agreement pursuant that certain Assignment and Assumption of License Agreement dated January 10, 2025 (the "Assignment"). The City has consented to and acknowledged the Assignment by Assignor to Assignee pursuant to that certain

Consent and Acknowledgement Agreement to Assignment and Assumption of Stadium Venue Agreement dated January 10, 2025 between the City and DBH Rancho Cucamonga, LLC.

F. The City has the right and authority to enter into a contract for the operating and management of the Stadium, subject to the terms and conditions of the Venue Agreement.

G. The Manager is experienced and engaged in the business of providing operating and management services, including operations and marketing services, for sports, entertainment, convention and other multipurpose facilities.

H. The City desires to engage the Manager, and the Manager desires to accept such engagement, to provide operating and management services for the Stadium on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the foregoing recitals are true and correct and are incorporated herein as a part of this Agreement and for good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1 DEFINITIONS

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

1.1 "Affiliate" means a person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person. For purposes of this definition, "control" means ownership of equity securities or other ownership interests which represent more than 40% of the voting power in the controlled person.

1.2 "Approved Budget" means any budget submitted by Manager, as approved by the City pursuant to Section 8 hereof.

1.3 "Business Day" means any day other than a Saturday, Sunday or legal holiday or a day on which banks located in the State of California are not open for business.

1.4 "Capital Equipment" means any and all furniture, fixtures, machinery or equipment, either additional or replacement, having a per item original cost of Fifteen Thousand Dollars ($15,000) or more and an expected useful life of more than one year, or as such cost may be amended from time to time and defined in the City's capital asset policy.

1.5 "Capital Improvements" means any and all building additions, alterations, renovations, repairs or improvements that have an initial dollar cost of not less than Fifteen Thousand Dollars ($15,000) per project, or as such cost may be amended from time to time and defined in the City's capital asset policy.

1.6 "City Manager" means the senior administrative official of the City as from time to time appointed by the City Council, or such person as may from time to time be authorized in writing by such administrative official to act for him/her with respect to any or all matters pertaining to this Agreement.

1.7 "Effective Date" means the last date upon which the parties have fully executed this Agreement.

1.8 "Event Expenses" means any and all expenses incurred or payments made by

Manager in connection with the occurrence of events at the Stadium, including but not limited to costs for event staffing including ticket takers, security and other event staff, and costs relating to setup and cleanup.

1.9 "First-Class" means quality of the best; the finest; the highest class, grade, or rank; and highest distinction with respect to the operation, management, marketing, and promotion of the Stadium, including, but not limited to, professional promotion and marketing efforts, service oriented guest and tenant services, premium food and beverage services, timely repairs, maintenance, and cleaning of building, equipment, and grounds, providing a positive, safe and secure Stadium for patrons and employees, providing state-of-the-art technology to patrons, and parking services.

1.10 "Fiscal Year" means a one year period beginning July 1 and ending June 30 (i.e., a reference to the 2025 Fiscal Year means the year ending June 30, 2025).

1.11 "Grand Opening Day" means the date scheduled as the Team's first Home Game to be held and played at the Stadium.

1.12 "Gross Operating Revenues" means the total gross revenue earned and received by the City or Manager from the operations of the Stadium or any portion thereof, including without limitation, revenue received in connection with Stadium naming rights sponsorship, all ticket sales revenue, license fee from Team (or annual base lease payment), ticket fees, service fees or charges, handling fees, concession revenue, naming or advertising rights revenue, merchandise revenue, neighborhood or concourse sponsorship revenue, or other revenue derived from attendance or ticket sales, concession, merchandise, sponsorship, in-Stadium Concessions Related Sponsors (non-exclusive pouring or serving rights), signage and digital and stadium advertising inventory, off-Stadium premises advertising on Sport Complex digital sign on the 60 freeway, naming, advertising, parking, for all operations and/or events held in the Stadium (including all Team Events, Other Events and City Events), any sources of revenue not provided for in the Venue Agreement with the Team, or Revenue share amounts received from Team per the terms of the Venue Agreement with the Team.

Notwithstanding the foregoing, Gross Operating Revenue shall not include (i) any funding provided by the City, including, but not limited to, any shortfall funding as described in Section 8.1 herein, (ii) any parking taxes or other taxes collected by the Manager (or the TEAM) and due to the City where such taxes are specifically required to be collected and transmitted to the City or where the City is pass-through entity for any such taxes, including but not limited to, those certain parking taxes under Title 3, Chapter 8 of the Ontario Municipal Code, and (iii) certain revenue where Team has the right to collect and retain, in whole or in part, including revenue sharing percentages due to Team under the Venue Agreement with Team), in the following areas:

(i) Team's ticket revenue, except $1 for every ticket over 225,000 tickets sold for its baseball events each year goes to the City.

(ii) Team's merchandise, and advertising revenue generated (except as otherwise provided in agreement with Team) during and connected to its games and events. The Team will select and manage its ticketing vendor.

(iii) Team shall receive 60% of the parking revenue (gross revenue minus the parking tax, which will be retained by the City) received from City-owned or operated lots within the vicinity of the Stadium on game days starting three (3) hours before game time until the end

of the game.

(iv) Team shall receive 50% of all gross revenues amount (before sales commissions or other expenses, if any) from in-stadium concessions related sponsorship and pouring/serving rights to be applied toward mutually agreed upon advertising and hospitality package for Team Events.

(v) Team receives on a monthly basis an amount equal to thirty five percent (35%) of the total net concessions and catering revenue during baseball games and Team Events, and ten percent (10%) of the total net concession and catering revenue for any City Events (City-sponsored non-baseball events) taking place during the baseball season. Net concessions and catering revenue is defined as total concessions revenue minus applicable state and local sales tax.

(vi) Agreed upon amounts Team receives from stadium title sponsorship revenue: $200,000/year for first 10 years and $225,000/year for remainder years of Agreement with Team (for foregoing receipt of the stadium title sponsorship directly).

(vii) Team shall receive 50% share of gross neighborhood/concourse sponsorship revenue.

1.13 "Net Operating Income" means the amount by which the Gross Operating Revenue (that does not include the Team's Revenue share amounts described below) exceeds the Operating Expenses in any given Fiscal Year during the Term of the Agreement.

1.14 "Net Operating Loss" means with respect to a Fiscal Year, the excess, if any, of Operating Expenses for such Fiscal Year over Operating Revenues for such Fiscal Year.

1.15 "Operating Expenses" Means all of the costs and expenses paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Stadium, including but not limited to, water and sewer charges; insurance premiums; any deductible portion of an insured loss concerning the Site, the Stadium premises or any items or matters described in this Section (except for earthquake deductibles); management fixed fees payable pursuant to Sections 6.1.1 and 6.1.2 herein; utilities; refuse disposal; lighting; fire detection systems including monitoring, maintenance and repair; security; janitorial services; reasonable costs incurred in the management of the Stadium, if any, maintenance (but not installation) of air-conditioning and heating; supplies, materials, equipment and tools, including maintenance and repair costs and service contracts; costs of licenses, permits and inspections; ordinary maintenance and repair of the Stadium, reasonable costs, included in the Approved Budgets, of travel by such corporate or regional personnel in connection with Manager's operation and management of the Stadium, and other items that are stated elsewhere in this Agreement to be "Operating Expenses."

Notwithstanding the foregoing, Operating Expenses does not include (i) Team costs and expenses for its own operations of the baseball team, the salaries, benefits, expenses or overhead of Team, any costs related to, incurred by or associated with any vendors engaged directly by Team; (ii) other costs, such as financing costs, administrative costs, vendor enforcement costs, rent taxes, gross receipt taxes (whether assessed against City or assessed against Team and collected by City, or both); (iii) capital expenditures where the City provides the funding for any such capital expenditures; (iv) the incentive fee payable pursuant to Section 6.1.3 below, (v) real property taxes or similar charges levied or assessed against the Stadium or the land in which the Stadium is situated, including but not limited to any possessory interest tax assessed upon the Manager arising

as a result of this Agreement, (vi) any expenses relating to Manager personnel based in Manager's corporate headquarters in Pennsylvania or its regional field locations (other than the reasonable costs, included in the Approved Budgets, of travel by such corporate or regional personnel in connection with Manager's operation and management of the Stadium, which costs shall be Operating Expenses) and (vii) any taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, service, excise and property taxes which are *not* directly related to the operation of the Facility which are owed by the Manager.. Solely for purposes of (i) calculating Net Operating Loss and (ii) identifying Operating Expenses which will be budgeted in Approved Budgets, Operating Expenses shall exclude all extraordinary expenses and all interest, income tax, depreciation and amortization expenses.

Notwithstanding anything else to the contrary contained herein, to the extent that any affiliate of Manager provides certain corporate overhead-type services on behalf of Manager and other affiliates of Manager, including without limitation such services as financial or human resources, then Manager shall be permitted to include within the definition of Operating Expenses an expense equal to the reasonable allocation to Manager (and therefore to the Stadium) of the cost of such expenses incurred, as determined by Manager (or its affiliate) in its reasonable discretion; provided such allocated and proportionate cost is directly related to the operation of the Stadium.

1.16 "Pre-Existing Agreement" means each contract, license, agreement, option, lease and commitment existing as of the date of this Agreement that grants any person or entity any right (i) to license, use, occupy or rent all or any portion of the Stadium, or (ii) to provide goods and/or services to be used in the management, operation, use, possession, occupation, maintenance, promotion or marketing of all or any portion of the Stadium, including the Stadium Venue Agreement. Before the Effective Date of this Agreement, Manager has reviewed the Stadium Venue Agreement and any other pre-existing agreements submitted by the City to the Manager and Manager shall perform its duties under this Agreement subject to the rights and obligations under such Pre-Existing Agreements.

1.17 "Primary User" means DBH Rancho Cucamonga, LLC, as licensee, under the Venue Agreement. Primary User may also be sometimes referred to as “Team”.

1.18 "Renewal Term" means the additional period for which this Agreement may be renewed at the option of the City Council in accordance with Section 3.2 hereof beyond the Initial Term.

2 ENGAGEMENT OF THE MANAGER

2.1 General Scope of Engagement. The City hereby engages Manager to promote, manage, operate and market the Stadium during the Initial Term and the Renewal Term, if any, upon the terms and conditions hereinafter set forth, and Manager hereby accepts such engagement. During the Initial Term, the Manager will provide the following services:

2.1.1 Pre-Opening Consulting and Management Services. Commencing on the Effective Date and continuing to one (1) month prior to the Grand Opening Day, subject to the limitations set forth in this Agreement, including the terms and conditions of the Venue Agreement, Manager, as agent and representative and for the account of City, shall provide consulting, management and marketing services which includes undertaking the following activities **("Pre-Opening Services")** in connection with the preparation of the Stadium to conduct

business on and after the Opening Date:

(a) Develop and implement, subject to review and approval by City, a pre-opening marketing plan and budget through the first year of operation of the Stadium following the Opening Date for purposes of (i) selling all commercial rights with respect to the Stadium, including naming rights, pouring rights, sponsorship, suites and club seats, and (ii) attracting patrons to the Stadium on and after the Opening Date in accordance with the goals of the pre-opening marketing plan and budget; provided that Manager shall use its commercially reasonable efforts to accomplish the sale of the commercial rights and the goals of the marketing plan but does not guaranty that all or any of the commercial rights referenced above will be sold, nor that the goals of the pre-opening marketing plan will be achieved. Manager shall reserve a suite at the Stadium for the Stadium title sponsor for use by said title sponsor at any time during the year, including during any Events at the Stadium.

(b) Negotiate licenses and bookings for, and promote, post-opening events.

(c) Negotiate agreements with food and beverage vendors, merchandise concessionaires, and any other vendors deemed necessary or appropriate by Manager.

(d) Recruit and arrange for the employment of an initial staff for the Stadium; train such staff in the operations of the Stadium; and develop procedures as necessary to open and operate the Stadium in accordance with this Agreement.

(e) Establish and implement all additional policies and procedures necessary to open and operate the Stadium in accordance with the terms of this Agreement, including policies regarding general operations, accounting systems and controls, food and beverage operations, merchandise concessions, sponsorship, event booking, parking, and security. Manager shall submit to City, for City's review and approval, any such policies or procedures as City may reasonably request from time to time.

2.1.2 Post-Opening Operating, Management and Maintenance Services. Commencing one (1) month prior to the Grand Opening Date and for the duration of the Post-Opening Term, subject to the limitations set forth in this Agreement, including the terms and conditions of the Venue Agreement, Manager, as agent and representative and for the account of City, shall undertake the following activities ("Post-Opening Services") in connection with the operation and management of the Stadium to conduct business on and after the Opening Date: any activities listed above in Section 2.1.1 and the management, operations, maintenance, booking, commercial sales, marketing, parking, and concessions and catering services. The parties acknowledge and agree that the concessions and catering services will be supported by Premier or a concessions and catering service provider acceptable to the City.

2.2 Manager for the Stadium. Subject to the terms of this Agreement and the Pre-existing Agreements, (i) Manager, as an independent contractor, shall manage, operate, maintain, market and promote the Stadium during the Initial Term and the Renewal Term, if any, and (ii) Manager shall have authority over the day-to-day operations of the Stadium and all activities therein; provided that in each instance Manager shall follow all existing policies of the City ("Policies") and guidelines of the City ("Guidelines") now or hereafter established or modified by the City that the City notifies Manager in writing are applicable to the Stadium (including without limitation any methodology pertaining to the allocation of any costs and expenses by the City to

the Stadium as permitted herein); provided further that in each instance to the extent that such Policies hereafter modified by the City or Guidelines made or modified adversely affect revenues or expenses at the Stadium, then and in that event, the Revenue, Expense and Net Operating Income/Loss benchmarks, as appropriate, shall be correspondingly adjusted so that they reflect the additional costs or reduced revenues resulting from such established or modified Policies or Guidelines (including without limitation any accounting methodology pertaining to the allocation of any costs and expenses by the City to the Stadium).

2.3 Appointment of Authorized Representatives. The City hereby appoints the City Manager, the Manager hereby appoints the General Manager, and the Primary User has appointed its Manager, each to act as a liaison and contact person between that party and the Manager in matters concerning the administration of this Agreement as it pertains, in the case of the Primary User, all Home Games and Team Events, in the case of the City, all City Events and Other Events (each an "Authorized Representative"). Each Party and the Primary User will have the right to designate a new or substitute Authorized Representative by providing written notice to the Parties. If the Manager or the Primary User desire to engage in or do any act hereunder which requires the City's approval, such request will be submitted to the City's Authorized Representative and, in the case of the Primary User, the General Manager.

2.4 Approval of the City. To the extent that the approval of the City is required under the terms of this Agreement, the approval of the City Manager shall constitute the approval of the City, except to the extent the approval of the City Council is expressly required by the terms of this Agreement.

2.5 Option to Expand Services. The City shall have the option for the expansion of services, in the areas of sponsorships and concessions, to include the adjacent planned Sports Complex, whereby such expansion shall be done by a separate agreement.

3 TERM AND RENEWAL TERM

3.1 Initial Term. The Initial Term of this Agreement shall commence on the Effective Date and continues for a period of ten (10) years, ending at midnight on the tenth anniversary of the Initial Term, unless extended or terminated earlier pursuant to the provisions of this Agreement. For purposes of accounting for the fees to be paid to the Manager associated with the services provided by the Manager pursuant to the terms in Sections 6.1.1 and 6.1.2 of this Agreement, the Initial Term is comprised of a Pre-Opening Term and a Post-Opening Term as defined herein this Section 3.1. The "Pre-Opening Term" shall mean the period described in Section 2.1.1 hereof. The "Post-Opening Term" shall mean the period described in Section 2.1.2. The City may, in its sole and absolute discretion, terminate this Agreement during the Initial Term or Renewal Term effective as of the date provided in a Notice of Termination by giving not less than ninety (90) days prior written notice of such termination to Manager, unless Manager agrees to shorter notice.

3.2 Renewal Term. At the sole discretion of the City, the Initial Term of this Agreement may be extended for up to two additional term periods of five (5) years each ("Renewal Term") on the same terms and conditions, whereby such extensions must be in writing signed by both parties. The Initial Term and any Renewal Term may sometimes be referred to as the "Term."

3.3 New Contract. If (i) the City intends, upon termination of the Initial or Renewal Term to continue to provide management at the Stadium through a private provider and (ii) this

Agreement has not been terminated upon a default by Manager, then the City will prior to December 31 of the final Fiscal Year of the Initial Term (unless the City exercises the option to renew under Section 3.2) or Renewal Term, as the case may be, begin to negotiate and discuss in good faith a new contract or arrangement with Manager for the provision of such services following the completion of such term. The obligation to negotiate with Manager is not intended to guarantee any contract rights for a future contract with Manager or any specific terms or a new contract.

4 STANDARD OF SERVICE

4.1 Standard. The Manager will perform its obligations hereunder according to industry standards and in no event less than the standards adhered to in the management, operation, maintenance and promotion of other similar First Class venues. The Manager will exercise its reasonable, good faith efforts in managing and operating the Stadium so as to (a) maintain and operate the Stadium as a First Class multi-purpose sports, public assembly, exhibit, entertainment, concert, events facility, to a standard of quality comparable to other facilities of its kind; (b) maximize Operating Revenues while minimizing Operating Expenses; (c) maximize the number of Events and attendance at Events at the Stadium for at least the Minimum Utilization Standard (as defined below in Section 5.1.1); (d) minimize the legal liability and exposure of the City to the greatest extent possible; (e) enhance the quality of experience for all patrons attending Events at the Stadium; (f) maximize the positive economic impact and employment opportunities from the Stadium to the City and the public; and (g) make the Stadium an attractive venue to promote and book a wide variety of Events.

4.2 Manager's Duties. The Manager will owe to the City a duty to perform its obligations under this Agreement and to conduct the management and operation of the Stadium at all times with integrity and good faith and in a manner which in the good faith judgment of the Manager is in the best interest of the Stadium and the City and consistent with the terms of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the City recognizes and agrees that performance by the Manager of its responsibilities under this Agreement is in all respects subject to and conditioned upon the timely provision of funds to the Manager for such purposes as hereinafter provided; except that City shall not be deemed in default of this Agreement if any of the events described in Section 8.2 shall occur or exist.

4.3 Primary User's Standard.

4.3.1 Services Related to Primary User. The management and operation of the Stadium and security, staffing and other elements of staging Home Games at the Stadium will be consistent with certain minimum standards negotiated by the City and Primary User consistent with standards as defined in the Venue Agreement (the "Primary User Standards").

4.3.2 Primary User's Representative. The Manager will take direction from the Primary User's Authorized Representative during Home Games and Team Events, provided that the Manager can accomplish any direction from the Primary User's Authorized Representative within the Approved Budget.

4.4 Conflict Between Standards. In the event of any conflict between the standards of performance of the Manager set forth in Sections 4.1 and 4.3.1, the standards agreed to by the City pursuant to Section 4.3.1 will control the performance of the Manager with respect to Home Games.

4.5 Compliance with Other Agreements; No Amendments. Nothing in this Agreement is intended to or will modify or amend the Venue Agreement. With respect to the Manager's performance of its services under this Agreement, the Manager will comply with all provisions that the City is subject to pursuant to the Venue Agreements, and all limitations on the City in the Venue Agreement will be limitations on the Manager. In the event the Venue Agreement is amended or supplemented after the Effective Date with terms that materially impact the rights and benefits granted to the Manager under this Agreement, the Parties will mutually negotiate an accommodation or amendment to this Agreement so that the Manager enjoys, to the extent possible, the rights and benefits granted to the Manager on the Effective Date.

5 OPERATING AND MANAGEMENT SERVICES

5.1 Scope of Services. Manager shall perform and furnish such management services and systems as are appropriate or necessary to operate, manage, market and promote the Stadium in a manner consistent with Manager's policies and procedures and the operations of other similar First-Class facilities and subject to the terms and conditions of the Venue Agreement. Manager shall create a positive, safe, clean, organized, service oriented, professional and prosperous premier facility operation and marketing effort with the very highest integrity, ethical and maintenance standards.

5.1.1 Manager covenants and agrees to use its good faith efforts to utilize the Stadium for at least the Minimum Utilization Standard, subject to interruption of business actually caused by total casualty or force majeure. Minimum Utilization Standard shall mean that Manager agrees to use its best and good faith efforts for securing at least thirty-nine (39) events ("Manager Scheduled Events") each year during in the Initial Term and Renewal Term, if applicable, of this Agreement. The term "Manager Scheduled Events" shall include any ticketed or non-ticketed performance or event that Manager has initiated or secured such event.

5.2 Specific Services. Without limiting the generality of the foregoing, Manager shall have, without any prior approval by the City (except as otherwise expressly noted in this Agreement), the right and authority to:

5.2.1 Employ, supervise and direct employees and personnel consistent with the provisions of this Agreement;

5.2.2 Administer relationships with all subcontractors, concessionaires and all other contracting parties to, and during the Initial Term, and any Renewal Terms if applicable, be responsible for performance under the Pre-Existing Agreements;

5.2.3 Negotiate, execute in its own name, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising agreements, concession agreements, supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, general maintenance and maintenance and inspection of HVAC systems, elevators, stage equipment, fire control panel and other safety equipment, staffing and personnel needs, including guards and ushers, and other services which are necessary or appropriate) and all other contracts and agreements in connection with the management, promotion and operation of the Stadium, provided that if any such license, agreement, commitment or contract (other than those involving the license, lease or rental of the Stadium in the ordinary course of business) (i) has a term that extends beyond the remaining Initial Term or Renewal Term, if any, as the case may be, or (ii) is a material contract with a

substantial ongoing impact to the Stadium, then such license, agreement, commitment or contract shall be pre-approved and executed by the City (which approval shall not be unreasonably withheld). In connection with any licenses, agreements, commitments or contracts for the Stadium, Manager will use best efforts to include in such documents the right of Manager to assign all of its rights and obligations under such licenses, agreements, commitments and contracts to the City (or to any successor management company retained by the City) upon the expiration or termination of this Agreement, and upon such expiration or termination, such assignment and assumption shall automatically occur as provided in Section 17 hereof;

5.2.4 To the extent that Operating Revenues or funds supplied by the City are made available therefore, maintain the Stadium in the condition received, reasonable wear and tear excepted, and in accordance with industry standards; provided that the City shall be responsible for funding all Capital Improvements and Capital Equipment purchases desired or initiated by the City as provided in Section 8.9, which may be administered by Manager;

5.2.5 To the extent that Operating Revenues or funds supplied by the City are made available therefore, rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Stadium, provided that the City shall be responsible for funding all Capital Improvements and Capital Equipment purchases pursuant to Section 8.9, which may be administered by Manager;

5.2.6 Subject to City approval, establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Stadium to be negotiated by Manager in the course of its management, operation and promotion of the Stadium. In determining such prices and rate schedules, Manager shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the City Manager about any adjustments to the rate schedules at the Stadium to be made by Manager;

5.2.7 Pay, when due, all Operating Expenses from Accounts established pursuant to Sections 8.7 and 8.8 of this Agreement;

5.2.8 Provide day-to-day administrative services in support of its management activities pursuant to Approved Budgets and annual plans described herein, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management; personnel management; recordkeeping; collections and billing; and similar services;

5.2.9 Engage in such advertising, solicitation, and promotional activities as Manager deems necessary or appropriate to develop the potential of the Stadium and the cultivation of broad community support (including without limitation selling naming rights, advertising inventory and securing product and/or pouring rights for the Stadium); provided, however, that prior to selling any naming rights for the Stadium, Manager shall meet with the City and provide its recommendation and receive the City's prior approval with respect to the sale of such rights;

5.2.10 City and Manager acknowledge and agree that the Stadium shall contain no fewer than fourteen (14) suites, of which 10 consist of regular suites, one City Suite and one Naming Rights suite, plus one (1) party suite and one (1) Dugout Suite. Subject to the Venue Agreement and the terms of this Agreement, one suite shall be reserved for the City at no cost to

the City ("City Suite") and one suite reserved for the Title Sponsor as part of the title sponsorship program ("Title Sponsor Suite") for any Events. Manager shall, or cause its designated concessionaire to, provide City with food and beverages at a discount representing Manager's cost of the food and beverages purchased by City for consumption in the City Suite. Any food and beverage charges incurred in the City Suite by City shall be paid by Manager and then recouped by Manager from City's share of Net Operating Income. City or a City representative shall be entitled to carry out from the City Suite any food ordered in connection with and provided within the City Suite for any event.

5.2.11 Manager shall market the Stadium and its environs for shows, public entertainment shows and tourism/visitors and provide services to local members and Stadium patrons, including, but not limited to, housing, visitor guides and membership sales and services. In connection with its activities under this Agreement, including without limitation advertising relating to the Stadium, Manager shall be permitted to use logos for such name in its advertising, subject to the approval of the City Manager;

5.2.12 Develop annual marketing plans for the Stadium and a booking policy in conjunction with the City and maintain a master set of all booking records and schedules for the Stadium; and

5.2.13 Manage and operate the food and beverage concession and any catering services at the Stadium, including setting the prices for such concession items and catering services. In connection therewith, Manager shall evaluate comparable prices for similar items and services at similar and/or competing facilities.

5.3 City's Reserved Rights.

The City shall have the sole discretion and final approval for the following: (i) the annual budget, which upon approval will be an Approved Budget, (ii) booking of City Events; and (iii) selection of the General Manager and any successor General Manager.

5.4 Right of Entry Reserved. Representatives of the City designated in writing by the City Manager shall have the right, upon reasonable advance notice to Manager and at all times, to enter all portions of the Stadium to inspect same, to observe the performance of Manager of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of the City under this Agreement. Nothing in this Section shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

5.5 Confidentiality. The parties hereto agree that they shall, to the extent permitted by law, keep confidential any and all proprietary information (which shall include all documents which City or Manager mark as confidential or proprietary), and neither party shall divulge any such information, in whole or in part, to any third party, except as required by law, without the prior written consent of the other party.

6 FINANCIAL PROVISIONS

6.1 Management Fees. Commencing upon the Effective Date and for the duration of

the Initial Term and any Renewal Term, if applicable, of the Agreement, the Manager shall be entitled to and be paid a management fee for the provisions of services during the Term periods described herein this Agreement as follows:

6.1.1 Pre-Opening Term Base Fixed Fee. As compensation to Manager for providing the services herein specified during the Pre-Opening Term, the City shall pay Manager a monthly fixed fee in the amount of Ten Thousand Even Dollars ($10,000.00) for pre-opening consulting, management and marketing services. The monthly fixed fees shall be payable on the last day of each month during each Fiscal Year.

6.1.2 Post-Opening Term Base Fixed Fee. Commencing on Post-Opening Term and for the duration of the Initial Term and Renewal Term, if applicable, the City shall pay Manager a monthly management services base fixed fee in the amount of Twenty Thousand Even Dollars ($20,000.00) ($240,000.00 per year), payable on the last day of each month during each Fiscal Year, which amount shall be adjusted upward on the first day of each Fiscal Year, commencing on July 2027, during the Initial Term and any Renewal Term, if applicable, hereof by the lesser of 2.5% or the percentage change in the Consumer Price Index - All Urban Consumers (CPI-U) – San Bernardino-Riverside-Ontario Area -- All Items, during the calendar year immediately preceding such Fiscal Year, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or of any revised or successor index hereafter published by the Bureau of Labor Statistics or other City of the United States Government succeeding to its functions, as adjusted.

6.1.3 Incentive Fee. Commencing upon the first day after the completion of an entire twelve (12) month Fiscal Year following the Grand Opening Day, Manager shall be entitled to an annual incentive fee with respect to and in the form of a percentage share of the Net Operating Income ("NOI") with the City, to the extent that there is NOI for that Fiscal Year, and provided that within such Fiscal Year all Operating Expenses have been paid together with debt service on any City Financing (defined below in Section 18.3) relating to the Stadium, during the Initial Term and any Renewal Term which shall be based on certain benchmarks and a distribution schedule of Net Operating Income described below. Additionally, in calculating such incentive fee, Operating Revenues shall not include (i) the revenues related to the sale of naming rights for the Stadium that are limited or otherwise committed pursuant to the financial terms contained in the Venue Agreement, and (ii) any funding or advances from the City to the Manager for cash flow shortfalls that may be provided by the City as described in Section 8.1.2 of the Agreement.

6.1.3.1 Incentive Fee Benchmarks for Distribution of Net Operating Income. Subject to the audit terms in Section 9 herein and the terms of the Stadium Venue Agreement, the distribution of NOI, to the extent that there is NOI, each Fiscal Year is as follows:

(a) First Benchmark: For Net Operating Income up to and including Five Hundred Thousand Even Dollars ($500,000.00), the City shall receive the first Two Hundred Fifty Thousand Even Dollars ($250,000) and Manager shall receive the remainder of NOI up to the next Two Hundred Fifty Thousand Even Dollars ($250,000).

(b) Second Benchmark: For Net Operating Income exceeding Five Hundred Thousand and One Dollars ($500,001), the City shall receive seventy-five percent (75%) of the NOI within this range and Manager shall receive remaining and up to twenty five percent (25%) of the NOI within this range.

Calculations of the NOI each Fiscal Year under this Agreement is subject to the terms and conditions of the Stadium Venue Agreement between the City and the Team.

6.1.3.2 Reopener. At the expiration of the third full Fiscal Year of the Initial Term, the City and Manager have agreed to reopen discussions pertaining the aforementioned terms and structure of the Incentive Fee for the purpose of determining if such terms are appropriate and need to be renegotiated. In the event that the discussions between the parties result in a different Incentive Fee structure, then such changes shall be done by written amendment and executed by the parties respective authorized delegates.

6.1.3.3 Payment. Within thirty (30) days after the City's receipt from Manager of an annual statement certified by one of its officers setting forth the Operating Revenues and Operating Expenses for the Fiscal Year for which incentive fees are payable and showing the calculation of the incentive fees payable with respect to such Fiscal Year, Manager shall: (i) be entitled to payment of and may withdraw the Incentive fees determined pursuant to the above from the Accounts to satisfy payment of the Incentive Fee for that Fiscal Year, and (ii) remit payment to the City the amount determined to be the City's share of the NOI for that Fiscal Year. Promptly following the availability of the audited annual financial statements described in Section 9.1.1 hereof for a Fiscal Year, Manager shall recalculate the incentive fee payable under 6.1.3 for that Fiscal Year; in the event that the amount of such incentive fee which was paid based on Manager's invoice differs from such recalculated amount, Manager shall promptly remit to the City any excess amount which was paid, or the City shall promptly pay the shortfall, as the case may be. To the extent that the Agreement terminates during any Fiscal Year, the calculation of the incentive fee shall be prorated to take account of the partial Fiscal Year for which the Agreement was in effect.

6.2 Travel and Related Expenses to Manager. Manager is entitled to have any reasonable out-of-pocket travel and related expenses covered and payable from the Accounts and is considered an Operating Expense as described in Section 1.15 above; subject to the audit terms described in Section 9 herein.

7 UTILITIES

The Manager will be responsible for paying for all utilities (including electricity, water, gas, air conditioning and sewer services), to the Stadium with funds from the Accounts established pursuant to Section 8.7; *provided, however,* in the event of an extraordinary rate increase, which will be deemed to occur if and only if such increase is in the amount of five percent (5%) or more over the prior year and that materially impacts the Operating Budget, the City and the Manager will, in good faith, negotiate an appropriate adjustment to the Operating Budget to account for such extraordinary rate increase. Additionally, the Manager will develop an effective and continuous energy management and conservation program with the City for the management, operation and maintenance of the Manager throughout the term of this Agreement. The City may establish performance goals based on energy resource conservation. The Manager will be responsible for paying, with funds from the Accounts established pursuant to Section 8.7, all communication expenses, including all expenses for installation, monthly service and use costs, and taxes incurred for telephones, internet, facsimile machines and mobile phones used by the Manager in the performance of the management services under this Agreement.

8 FUNDING; BUDGETS; BANK ACCOUNTS

8.1 Operating Funds.

8.1.1 Subject to Section 8.2 below, following the approval of the annual operating budget for a Fiscal Year, the City shall make available pursuant to Sections 8.1.2, 8.1.3, 8.1.4 and 8.1.5 to Manager any funds (i.e., shortfall) necessary to pay and cover all Operating Expenses incurred or accrued in such Fiscal Year where there was a shortfall in the Gross Operating Revenues.

8.1.2 Subject to Section 8.2 below, to the extent that Operating Revenues during a fiscal quarter period are insufficient, or expected to be insufficient, to cover Operating Expenses for such period, plus a cash reserve amount as approved by the City or such other amount as Manager and the City mutually agree (such aggregate deficiency is hereinafter a "Cash Flow Shortfall"), the City shall advance funds to Manager as provided in Section 8.1.3 below.

8.1.3 Thirty (30) days prior to the beginning of each fiscal quarter during the Initial Term and any Renewal Term, Manager will submit to the City an invoice for a projected Cash Flow Shortfall for such quarter and the City will transfer such funds to Manager within thirty (30) days after the start of such fiscal quarter. Such funds shall be deposited by Manager in the operating or payroll account(s) established pursuant to Section 8.7 and used to pay Operating Expenses. Within thirty (30) days following the end of each fiscal quarter during the Initial Term and any Renewal Term, Manager will provide a cash reconciliation, in a form acceptable to the City, of the Operating Revenues and Operating Expenses for the Stadium for the fiscal quarter just ended.

8.1.4 If the excess based on actual numbers or on Manager's estimates at the time of funding a Cash Flow Shortfall request under Section 8.1.3 of Operating Revenues over Operating Expenses for the Stadium for the fiscal quarter just ended exceeds Manager's entire Cash Flow Shortfall request under Section 8.1.3 for the upcoming fiscal quarter, then the amount of such excess under this Section 8.1.4 shall be either retained by Manager to enhance interest income or returned back to the City, as determined by the City.

8.1.5 To the extent that any such estimates by Manager are used under Section 8.1.3 or 8.1.4, the quarterly cash reconciliations shall include a reconciliation of the difference between (i) such estimates of the excess of Operating Revenues over Operating Expenses for the prior fiscal quarter, if any, and (ii) the actual amount of such excess. At the time of the yearend audit pursuant to Section 9.1 hereof, Manager and the City shall perform a final cash reconciliation for the operating account(s) under Section 8.7 for the previous Fiscal Year.

8.2 Non-Funding.

8.2.1 Any failure by the City to provide funds (beyond the aggregate level of appropriated funds) for the payment of Operating Expenses incurred or committed for after Manager receives a notice of insufficiency of funds shall not be a breach of or default under this Agreement by the City. Any failure by Manager to perform its obligations under this Agreement shall not be a breach of or default under this Agreement if such breach or default results from the City's failure to appropriate sufficient funds for the management, operation and promotion of the Stadium.

8.2.2 If the City appropriates funds at or reduces appropriated funds to a level that, in Manager's judgment, renders the management of the Stadium not feasible, Manager may, at its option, either (i) continue management of the Stadium at a reduced level consistent with

anticipated Operating Revenues and available funding or (ii) subject to Section 18.4, terminate this Agreement pursuant to Section 17. Following such termination, Manager shall have the right to resume management of the Stadium at such time as the City shall first restore appropriated funds to reasonable levels, if such restoration occurs at any time within the period of the Initial Term or any Renewal Term, as the case may be.

8.3 Annual Operating Plan. On or before the Effective Date, the parties will agree upon an annual management plan (the "Annual Operating Plan"), which will include the annual operating budget described in Section 8.4 for the Fiscal Year beginning on the Effective Date. On or before March 1 of each subsequent year during the Term, the Manager will provide to the City an Annual Operating Plan, which will include the annual operating budget described in Section 8.4 for the next Fiscal Year. The Annual Operating Plan will include information regarding the Manager's anticipated operations for such Fiscal Year, including planned operating maintenance activities by the Manager, requested Capital Improvements and Capital Equipment purchases and an anticipated budget therefor (the "Annual Capital Improvements and Capital Equipment Plan"), as more fully described in Section 8.9, anticipated Events at the Stadium, anticipated advertising, marketing and promotional activities, planned equipment and furnishings purchases and such other information as the City may request. The Manager shall provide a five (5) year Capital Improvements and Capital Equipment Plan per Section 8.9.1. The Manager will prepare the Annual Operating Plan after consultation with the Primary User regarding Home Games and Team Events. The Annual Operating Plan will be subject to review, revision and approval by the City. Following review and revision by the City, the Manager will have thirty (30) days to incorporate the City's revisions into its proposed Annual Operating Plan. Upon approval by the City, its City Manager or its City Council, such approved Annual Operating Plan and adopted budget will constitute the operating program for the Manager for the following Fiscal Year.

8.4 Annual Budget; Cash Flow Budget.

8.4.1 As part of the Annual Operating Plan described in Section 8.3, on or before the Effective Date and March 1 of each subsequent year during the Term, the Manager will prepare and submit a Pre-Opening Term Budget and an annual operating budget for the next Fiscal Year to meet the scope of services and objectives under this Agreement. Such budget will contain appropriate line items for revenues and expenses and the projected Net Operating Loss/Profit (the "Net Operating Loss/Profit Goal").

8.4.2 The Manager will prepare and submit to the City Manager on or before the Effective Date and March 1 of each subsequent year during the Term an annual cash flow budget for the succeeding Fiscal Year.

8.4.3 The annual budgets referred to in Section 8.4 above will be reviewed and are subject to approval by the City. On or before June 30 of each subsequent year during the Term, the City will notify the Manager of any changes to the proposed annual operating budget and the cash flow funding budget for the succeeding Fiscal Year proposed by the Manager and with such changes, if any, as are made by the City, such budget(s) will be an "Approved Budget" upon the approval of the City Manager and the City Council for the following Fiscal Year.

8.5 Budget Modifications Proposed by the Manager. Manager may submit to the City Manager at any time prior to the close of a Fiscal Year a supplemental or revised annual operating budget or cash flow budget for such Fiscal Year at such times that are consistent with the City's quarterly budget updates. Any supplemental or revised annual operating budget or cash flow

budget submitted by the Manager to the City would be presented as part of the City's quarterly budget updates and is subject to approval by the City Council for the City. Upon the approval of the City of such supplemental or revised budget, the Approved Budgets for such Fiscal Year shall be deemed amended to incorporate such supplemental or revised budget. The Approved Budgets may only be amended as set forth in Section 8.6 below or in the two preceding sentences except that Manager shall have the right to amend the Approved Budgets as may be necessary or appropriate as the result of the scheduling by Manager of additional events or activities at the Stadium (and the incurrence of additional Operating Expenses arising from the scheduling of additional events or activities at the Stadium) as long as prior to the scheduling of such events or activities, Manager had a good faith belief that the projected Net Operating Loss for the Fiscal Year as set forth in the Approved Budgets would not be increased as a result of such additional events or activities. Manager will promptly notify the City in the event that it believes that it is likely that the actual Net Operating Loss for any Fiscal Year will be larger than projected in the annual operating budget for such Fiscal Year.

8.6 Budget Modifications Proposed by the City. In the event that it appears reasonably likely, in any year during the term hereof, that the actual Net Operating Loss for such Fiscal Year will be larger than projected in the annual operating budget for such Fiscal Year, the City may request from Manager a plan for reduction of Operating Expenses to a level consistent with the budgeted Net Operating Loss amount. Manager shall forthwith comply with any such expense reduction requested by the City and the approved budgets for such Fiscal Year shall be modified accordingly, provided that if the annual operating budget or annual cash flow budget is modified in a manner which, in Manager's judgment, could materially interfere with, impede or impair the ability of Manager to manage, operate, market or promote the Stadium, Manager shall have the right to terminate this Agreement pursuant to Section 17 and provided further that Manager shall not be construed to have breached its obligations under this Agreement if such alleged breach has been caused by the limitations in the Fiscal Year's budgets.

8.7 Receipts and Disbursements. The Manager shall establish and maintain in one or more depositories acceptable to the City one or more operating, payroll, operating and other bank accounts for the marketing, operation and management of the Stadium (the "Accounts"), in the name of the Manager and under the Manager's federal identification number, with the Manager as agent and with signature authority in such employees of the Manager as the Manager and City will determine. All revenues collected by the Manager from the operation of the Stadium shall be deposited into such Accounts and the Manager shall pay Operating Expenses from such Accounts. All revenues collected by the Manager arising from operation of the Stadium, including revenues from box office sales, facility or equipment rentals, utility rental agreements, food and beverage concessions, or any other source, are the sole property of the City, held in trust by the Manager for the City for application as provided herein. The Manager shall promptly pay to the City any amounts remaining in such Accounts upon termination of this Agreement for any reason, after payment of all outstanding Operating Expenses.

8.8 Ticket Sales Revenue. Manager shall hold in a separate interest-bearing account in a banking institution depository in Ontario, California, any ticket sale revenues which it receives with respect to an event to be held at the Stadium pending the completion of the event. Such monies are to be held for the protection of ticket purchasers, the City and Manager, and to provide a source of funds, as required for such payments to performers and promoters and for such payments of Operating Expenses in connection with the presentation of events as may be required to be paid

contemporaneously with the event. Following the satisfactory completion of the events, Manager shall make a deposit into the operating account(s) established pursuant to Section 8.7 above of the amount in such ticket account and shall pay from the operating account all Event Expenses. As part of the monthly reports prepared by the Manager, the Manager will provide to the City a detailed full settlement event report for each Event. Interest which accrues on amounts deposited in the operating account(s) referred to in Section 8.7 and the ticket account referred to above shall be considered Operating Revenues. Bank service charges, if any, on such account(s) shall be considered Operating Expenses.

8.9 Capital Improvements: Capital Equipment.

8.9.1 The obligation to pay for, and authority to perform, direct and supervise Capital Improvements and Capital Equipment purchases shall remain with the City and will not be considered an Operating Expenses, except the City Financing and as otherwise provided in this Agreement or agreed upon in writing by the Parties. The annual plan submitted pursuant to Section 8.3 shall include Manager's recommendation for Capital Improvements and Capital Equipment purchases to be accomplished during the year and shall be accompanied by an estimate of the cost of all such items and projects and a request that the City budget funds therefore. In addition to an annual plan for Capital Improvements and Capital Equipment purchases, Manager shall prepare and submit a five (5) year plan for Capital Improvements and Capital Equipment. The City shall retain the discretion to determine whether and to what level to fund Capital Improvements and Capital Equipment purchases to the Stadium. In the event the City implements or installs Capital Improvements or Capital Equipment which result in or are expected to result in a substantial modification to recurring Operating Expenses, the City and Manager shall work cooperatively to come to a mutual agreement to an adjustment to the annual operating budget. Additionally, at the City's written request, Manager shall administer certain capital programs funded by the City.

8.9.2 Notwithstanding the provisions of Section 8.9.1 above, within ninety (90) days of the commencement of the Post-Opening Term defined in Section 3.1, Manager shall make at its sole expense a Five Hundred Thousand Even Dollars ($500,000.00) a funding contribution ("Funding Contribution") to the City to be deposited into the Capital Reserve Account referenced in Section 8.9.3 below, whereby such Funding Contribution is to be used to fund mutually agreed upon initiatives such as capital equipment and improvement purchases, event development fund, customer service and program enhancements, or other projects which help generate revenue or enhance the guest experience at the Stadium and for mutually agreed upon Capital Improvements, Capital Equipment, or other Stadium uses as deemed necessary by the City. The parties shall meet each Fiscal Year to prepare a list of priorities on what type of projects or programs to implement during the next year. Manager's Funding Contribution shall be amortized on a straight-line basis over the Post-Opening Term. In the event of the expiration or termination of this Agreement occurs for any reason, the City shall pay, or cause any successor management company to pay, to the Manager unconditionally and without set-off the unamortized, unallocated and unused amount of the Capital Contribution existing as of such expiration or termination. The payment of any such unamortized amounts shall be made to the Manager no later than sixty (60) days following the effective date of such expiration or termination.

8.9.3 Manager shall establish an account, to be known as the "Capital Reserve Account" for use in accordance with the terms of this Agreement, and shall be initially funded with the Funding Contribution made by Manager as provided in Section 8.9.2 above. At the end of each Fiscal Year, Manager shall provide an accounting of the funds expended from the Capital

Reserve Account and the parties shall meet to determine if additional funding is needed for the priorities or projects that the parties intend to implement the following Fiscal Year.

8.10 Funds for Emergency Repairs. Manager shall have the right to act, with the consent of the City, in situations which Manager determines to be an emergency with respect to the safety, welfare and protection of the general public, including spending and committing funds held in the operating account(s) or the Capital Reserve Account of the Stadium, even if such expenses are not budgeted; provided, however, Manager shall have no obligation under any circumstance to spend or commit funds other than funds then available in such Accounts for any such purpose. Immediately following such action, Manager shall inform the City of the situation and the action(s) taken, and the City shall pay into such account(s) the amount of funds, if any, spent or committed by Manager pursuant to this Section 8.10 in excess of budgeted amounts and any funds available from the Capital Reserve Account, subject to the terms in Section 8.2 above.

9 RECORDS; AUDITS AND REPORTS

9.1 Records and Audits.

9.1.1 Manager shall keep full and accurate accounting records on an accrual basis relating to its activities at the Stadium in accordance with generally accepted United States accounting principles. Manager shall maintain a system of bookkeeping adequate for its operations hereunder. Manager shall give the City's authorized representatives access to such books and records maintained at the Stadium during reasonable business hours and upon reasonable advance notice. Manager shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, rental agreements, purchase orders, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses. In addition, within one hundred eighty (180) days of the end of each Fiscal Year for which Manager is managing the Stadium hereunder, Manager shall furnish to the City a balance sheet, a statement of profit or loss and a statement of cash flows for the Stadium for the preceding Fiscal Year, prepared in accordance with generally accepted United States accounting principles and accompanied by an independent auditor's report of an independent certified public accountant. The audit shall contain an opinion expressed by the independent auditor of the accuracy of financial records kept by Manager and of amounts due to the City. The audit shall also provide a certification of Operating Revenues and Operating Expenses as defined in this Agreement for such Fiscal Year. The audit shall be conducted by a reputable firm selected by Manager with City approval. The City shall not withhold or delay such consent or approval unreasonably. Notwithstanding anything to the contrary herein, the costs of such audit shall be deemed Operating Expenses.

9.1.2 The City Council shall have the right at any time, and from time to time, to cause independent auditors to audit all of the books of Manager relating to Operating Revenues and Operating Expenses, including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices. No costs incurred by the City in conducting such audit shall be considered an Operating Expense. If any such audit demonstrates that the Operating Revenues or Operating Expenditures reflected in any financial statements prepared by Manager and audited as specified in the foregoing subparagraph (a) are understated (in the case of Operating Expenses) or overstated (in the case of Operating Revenues), in either case by more than five percent (5%), Manager shall pay to the City the reasonable cost of such audit and shall promptly refund to the City any portion of the incentive fee paid for such Fiscal Year which is attributable to the overstatement or understatement, as the case may be, together with interest at a rate per annum

equal to the prime rate of interest as published in The Wall Street Journal at such time, commencing from the date of original payment of such incentive fee to the date when such refund is paid. The City's right to have such an audit made with respect to any Fiscal Year and Manager's obligation to retain the above records shall expire three (3) years after Manager's statement for such Fiscal Year has been delivered to the City.

9.2 Monthly Reports. By the twenty-fifth day of each month, Manager shall provide to the City a written monthly report in a form approved by the City and similar to that used in other Manager-managed facilities setting out the Stadium's anticipated activities and financial condition for the upcoming month and reporting on the prior month's activities and finances.

10 MANAGER'S EMPLOYEES

10.1 Manager shall be responsible for hiring, training, supervising and directing its employees and all existing employees at the Stadium shall not for any purpose be considered to be employees of the City subsequent to execution of the Agreement. Manager shall compensate its own employees as an allowable expense and shall be solely responsible for paying its federal, state and local employment taxes and health and welfare benefit plans and other fringe benefits. Employees hired by Manager to perform work at the Stadium shall be employees of the Manager and not of City. Subject to the other terms and provisions of this Agreement, Manager shall have complete and absolute discretion and authority with respect to the number, functions, qualifications and compensation and other terms and conditions relating to its employees.

10.2 Manager shall select, train and employ at the Stadium such number of employees as Manager deems necessary or appropriate to satisfy its responsibilities hereunder; Manager shall use its reasonable efforts to recruit new employees who will be proficient, productive and courteous to patrons; and Manager shall have authority to hire, terminate and discipline any and all personnel working at the Facility.

10.3 Manager shall assign to the Stadium a general manager who has demonstrated to City that he is a competent manager of this subject facility. Prior to Manager's assignment of any other duties and obligations of such general manager, other than the management and supervision of the Stadium, if applicable, Manager shall consult with the City Manager with respect to any other additional assignments contemplated by the Manager.

10.4 Manager's employees at the Stadium shall not for any purpose be considered to be employees of the City, and Manager shall be solely responsible for their supervision and daily direction and control and for setting, and paying as an Operating Expense, their compensation (and federal income tax withholding) and any employee benefits, and all costs related to their employment shall be an Operating Expense.

11 SUBCONTRACTING

11.1 General Ability to Subcontract. Except as set forth in Section 11.2, the Manager may subcontract certain of the services to be performed under this Agreement without prior written consent of the City, provided, that the Manager enters into each such subcontract agreement in accordance with the terms of this Section 11.1. The Manager will exercise due care in selecting any subcontractor, including by reviewing whether the subcontractor has the financial ability to fully and punctually perform their obligations under such subcontract and the general business reputation of the subcontractor. No subcontract relationship will be entered into except upon the execution of a form of subcontract agreement to be agreed to by the Parties, which will include

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appropriate insurance and indemnity coverage for the benefit of the City, its officials, officers and employees. Any subcontracting is subject to the rights of the Primary User under the Venue Agreement.

11.2 Restrictions on Subcontracting. In addition to complying with the requirements set forth in Section 11.1, the Manager will not, without the prior written consent of the City, enter into any subcontract agreement:

11.2.1 that has a term that expires at a date beyond the Term of this Agreement;

11.2.2 for maintenance or repair services of the Stadium that are not part of any approved budgets or plans for the Stadium; and

11.2.3 for services that may otherwise be provided pursuant to the Venue Agreement.

12 INDEMNIFICATION

12.1 Manager's Indemnification Obligations. To the fullest extent permitted by law, Manager shall defend (with counsel of City's choosing), indemnify and hold the City, its officials (elected or appointed), 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 ("Claims"), to property or persons, including wrongful death, in any manner arising out of: (i) any default by Manager in the observance or performance of any of the terms, covenants or conditions of the Agreement on Manager's part to be observed or performed; or (ii) any negligence or willful misconduct of Manager or of its managerial employees; or (iii) the negligent supervision or hiring by Manager of its agents or non-managerial employees; provided that without negating Manager's liability for claims arising from the matters described in clauses (i), (ii) or (iii) above the terms of the foregoing indemnity shall not apply to the negligence or willful misconduct of City, or its contractors, agents, servants, employees, visitors or licensees (which, for this purpose, shall exclude Manager), including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Manager's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Manager, the City, its officials, officers, employees, agents, or volunteers.

12.2 City's Indemnification Obligations. To the fullest extent permitted by law, City shall defend, indemnify and hold Manager, its parents, subsidiaries, members, managers, agents, employees and representatives harmless from and against any and all Claims incurred in connection with or arising from (a) any negligence or willful misconduct of City and its employees (excluding the matters described in clauses (i), (ii), or (iii) in Section 12.1 above), (b) any default by City in the observance or performance of any of the terms, covenants or conditions of this Agreement on City's part to be observed or performed, (c) the presence of release of any Hazardous Materials in, under or around the Stadium (excluding the matters described in clauses (i), (ii) or (iii) in Section 12.1 above), or (d) any violation of the Americans With Disabilities Act, as relates to accessibility only, or any state or local law of similar import.

12.3 Survival. The provisions set forth in Sections 12.1 and 12.2 above shall survive expiration or termination of this Agreement.

13 INSURANCE

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Manager shall procure and maintain insurance coverage for the Term of the Agreement, at minimum, at least the limits and in accordance with the insurance requirements provided in the Venue Agreement and to the extent that the insurance requirements may differ under this Agreement. In the event that there be conflicts in the insurance provisions of the Venue Agreement and in this Agreement, the provisions of this Agreement shall govern.

13.1 Commercial General Liability (CGL) Insurance. Manager shall procure and deliver to the City Manager prior to the commencement of the Initial Term hereunder and shall keep in force at all times during the term of this Agreement, a Commercial General Liability insurance policy, insuring City and Stadium Manager against all claims, demands, actions or liability for injury to or death of any persons, and for damage to property arising from or related to City's ownership of the Stadium, the City and Stadium Manager's use, occupancy or maintenance of the Stadium and naming Team as an additional insured. Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including coverage for property damage, bodily injury, personal & advertising injury, premises/operations, contractual liability (including City's indemnity under this Agreement), independent contractors, personal injury, product/completed operations, owned and non-owned automobiles, and, if applicable, liquor liability insurance. The insurance shall be written on an occurrence basis with coverage in a minimum amount of $2,000,000.00 per occurrence and at least $5,000,000.00 general aggregate limit. Defense costs shall be paid in addition to the limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement. No deductible in excess of $10,000.00 will be carried under this coverage without the prior written consent of the Team.

13.2 Additional Insurance. Manager shall also maintain Umbrella liability insurance with a limit of Five Million Dollars ($5,000,000). In addition, City shall obtain and keep in force during the term of this Agreement, a policy of rental value insurance covering the loss of the full rent and other charges payable by all licensees of the Stadium to City for a period of one year, in the name of City with loss payable to City.

13.3 Automotive Insurance. Manager shall also maintain Comprehensive Automotive Bodily Injury and Property Damage Insurance for business use covering all vehicles operated by Manager officers, agents and employees in connection with the Stadium, whether owned by Manager, the City, or otherwise, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence (including an extension of hired and non-owned coverage).

13.4 Workers Compensation Insurance. Manager shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the California State Compensation Insurance Fund or its functional equivalent or through an authorized self-insurance plan approved by the State of California, insuring its employees at the Stadium in amounts equal to or greater than required under law.

13.5 Fidelity Insurance. Manager shall maintain during the Initial Term and any Renewal Term fidelity insurance covering all of Manager's personnel under this Agreement in the amount of Five Hundred Thousand Dollars ($500,000) for each loss, to reimburse the City for losses experienced due to the dishonest acts of Manager's employees.

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13.6 Property Insurance.

13.6.1 Except for personal property insurance relating to earthquake coverage which may be maintained by the City at the City's sole cost and expense, Manager shall maintain sufficient property damage or loss insurance (excluding earthquake coverage) to cover personal property owned by the City and Manager at the Stadium and shall maintain such insurance throughout the Initial Term and any Renewal Term. In connection with Manager's efforts to obtain such insurance, the City will provide to Manager as may be needed from time to time a schedule of declaration of values at replacement or original cost for the personal property owned by the City at the Stadium.

13.6.2 The City shall, subject to Section 13.1, maintain its current property and hazard insurance covering the premises of the Stadium, including the real property (i) for non-earthquake hazards and (ii) for earthquake coverage. The City may obtain and maintain, at its own cost and expense, earthquake coverage on the personal property of the City at the Stadium. The City shall cause Manager to be named as an additional insured under (A) all of the property and hazard insurance policies covering or relating to the Stadium or the City's personal property which are described in this Section herein and (B) each policy obtained by each of the existing and future independent contractors engaged by the City in connection with the Stadium. In addition, the Manager shall, with respect to the Losses covered by such property and hazard insurance and business interruption and extra expenses insurance, waive any subrogation rights that it may have against the City, its officials, officers, employees and agents for Losses covered by such insurance, whether or not the City self-insures for the Losses covered by such insurance.

13.7 Additional Insured. Manager shall be the named insured under all such policies. The City and its officers, elected officials, employees and agents shall be additional insureds under the foregoing insurance policies, as its interests may appear, and said policies shall contain a provision covering the parties' indemnification liabilities to each other.

13.8 Certificates of Insurance. Certificates evidencing the existence of the above policies, all in such form as the City may reasonably require, shall be delivered to the City Manager prior to the commencement of this Agreement. Notwithstanding the provisions of this Section 13.8, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to the City, sent by certified mail, return receipt requested." A renewal binder of coverage (or satisfactory evidence of such renewal) shall be delivered to the City Manager at least twenty (20) days after a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

13.9 All insurance procured by Manager in accordance with the requirements of this Agreement shall be primary over any insurance carried by the City and not require contribution by the City.

13.10 All policies obtained pursuant to this Agreement shall be obtained from insurers licensed to do business and issue insurance in the State of California and shall be rated A:VIII or better in Best's Insurance Guide.

13.11 The original or a certified copy of the above policy, or policies, referred to in

Section 8.5(b) (with all required policy endorsements), plus certificates evidencing the existence thereof all in such form as Manager may reasonably require, shall be delivered to Manager prior to the commencement of this Agreement. Notwithstanding the provisions of Section 8.5(b), the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Manager, sent by certified mail, return receipt requested."

14 OWNERSHIP OF ASSETS

14.1 Ownership. The ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Stadium shall remain with the City. Ownership of and title to all intellectual property rights of whatsoever value, held in the City's name shall remain in the name of the City. The ownership of consumable assets (such as office supplies and cleaning materials) purchased with Operating Revenues or City funds shall remain with the City, but such assets may be utilized and consumed by Manager in the performance of services under this Agreement. The ownership of data processing programs and software owned by the City shall remain with the City, and the ownership of data processing programs and software owned by Manager shall remain with Manager. Manager shall not take or use, for its own purposes, customer or exhibitor lists or similar materials developed by the City for the use of the Stadium, unless written consent is granted by the City Manager. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property and other personal property purchased by Manager with City funds for use at and for the Stadium shall vest in the City automatically and immediately upon purchase or acquisition. The assets of the City as described herein shall not be pledged, liened, encumbered or otherwise alienated or assigned other than in the ordinary course of business of the Stadium without the prior approval of the City.

14.2 City Obligations. Except as herein otherwise set forth, throughout the term of this Agreement, the City will maintain full beneficial use and ownership of the Stadium and will pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any bonds, debentures or other security agreements or contracts relating to the Stadium to which the City may be bound.

15 ASSIGNMENT; AFFILIATES

15.1 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto. Notwithstanding the foregoing, Manager may assign all or any part of its rights hereunder to an Affiliate, provided that (i) such Affiliate possesses substantially the same degree of expertise and quality of personnel as originally provided under this Agreement, and (ii) such assignment shall be at no increased cost to the City. For sake of clarity, the parties acknowledge that the foregoing does not preclude the assignment by Manager of its rights to receive its management and incentive fees hereunder to its lender(s) as collateral security for Manager's obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover Manager's rights to manage, promote or operate the Stadium hereunder.

15.2 Manager Affiliates.

15.2.1 Transactions with Affiliates. Any contract entered into between Manager and an Affiliate of Manager relating to the Stadium shall be on terms and for prices customarily charged in the industry for comparable goods and services. In addition, Manager may rent the Stadium or any part thereof to itself or any of its Affiliates in connection with any event in the promotion of which Manager or such Affiliate is involved, so long as such rental is on prevailing rates and terms or such other rates and terms as the City Manager or the City Council approves.

15.2.2 Conflicts of Interest. The City acknowledges that Manager manages other public assembly facilities which may, from time to time, be in competition with the Stadium. The management of competing facilities will not, in and of itself, be deemed a conflict of interest or breach of Manager's duties hereunder; provided, however, in all instances in which the Stadium is in competition with other public assembly facilities managed by Manager for the solicitation of certain events, Manager shall not involve its principal office (currently in Pennsylvania) on behalf of any such other facility in an attempt to influence the decision-making process regarding the selection of a site by such events.

16 LAWS AND PERMITS

16.1 Permits, Licenses, Taxes and Liens. Manager shall use reasonable efforts to procure and maintain any permits and licenses required for the business to be conducted by it hereunder. The City shall cooperate with Manager in applying for such permits and licenses. Manager shall deliver copies of all such permits and licenses to the City Manager. Manager shall pay promptly, out of the Accounts specified in Section 8.7, all taxes, excises, license fees and permit fees of whatever nature arising from its operation, promotion and management of the Stadium. Manager shall use reasonable efforts to prevent mechanic's or materialman's or any other lien from becoming attached to the premises or improvements at the Stadium, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman, so long as the work, labor or material was provided at Manager's direction and the City has supplied funds for the payment of charges therefore in accordance with this Agreement.

16.2 Governance, Compliance. Manager, its officers, agents and employees shall comply with all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, "Laws") applicable to Manager's management of the Stadium hereunder, including without limitation Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this Section 11.2 or elsewhere in this Agreement shall, however, require Manager to undertake any of the foregoing compliance activity, nor shall Manager have any liability under this Agreement therefore, if (a) such activity requires any Capital Improvements or Capital Equipment purchases, unless the City provides funds for such Capital Improvements and Capital Equipment purchases pursuant to Section 5.8 hereof, or (b) any Pre-Existing Agreement fails to require, but only to the extent it fails to require, any licensee, lessee, tenant, promoter or user of any portion of the Stadium to comply, and to be financially responsible for compliance, with Title Ill of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Stadium and liability is caused by such licensee, lessee, tenant, promoter or user. Furthermore, Manager shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Stadium to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Stadium.

16.3 No Discrimination in Employment. In connection with the performance of work

under this Agreement, Manager shall not refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any person otherwise qualified, solely because of race, color, religion, gender, age, national origin, military status, sexual orientation, marital status or physical or mental disability.

16.4 Acknowledgement of Possessory Interest Tax**.** The Manager recognizes and acknowledges that, if and to the extent that this Agreement gives rise to assessment of a possessory interest tax under the California Revenue and Taxation Code Sections 107 or 107.6, the Manager shall be obligated to pay such tax.

17 TERMINATION

17.1 Termination Upon Default. Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than thirty (30) days after written notice thereof from the other party. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the thirty (30) day period, the defaulting party shall not be considered in default if it shall within such thirty (30) day period have commenced with due diligence and dispatch to cure such default and thereafter diligently proceeds to rectify and cure such default as soon as practically possible for such event of default.

17.2 Termination Other than Upon Default. Manager shall have the right to terminate this Agreement upon sixty (60) days written notice to the City (i) under the circumstances described in Sections 8.2 or 8.6 hereof, or (ii) if the City fails to make Capital Improvements or Capital Equipment purchases at the Stadium to the extent that such omission, in Manager's reasonable judgment, materially interferes with, impedes or impairs the ability of Manager to manage the Stadium effectively, unless in the case of clause (ii) above (A) the City cures such failure within thirty (30) days of receipt of such notice or (B) if such failure is not reasonably susceptible to being cured within such thirty (30) day period, the City shall not be considered in default if it shall within such thirty (30) day period have commenced with due diligence and dispatch to cure such failure and thereafter completes with dispatch and due diligence the curing of such failure.

17.3 Either party shall have the right to terminate this Agreement under the circumstances specified in Section 17.1.

17.4 Effect of Termination. In the event this Agreement expires or is terminated, (i) all Operating Expenses incurred or committed for prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Sections 8.7 and 8.8 and to the extent such funds are not sufficient, the City shall pay all such Operating Expenses and shall indemnify and hold Manager harmless therefrom and (ii) the City shall promptly pay Manager all fees earned to the date of expiration or termination (the fixed and incentive fees described in Section 6.1 hereof being subject to proration), provided that the City shall be entitled to offset against such unpaid fees any damages directly incurred by the City in remedying any default by Manager hereunder which resulted in such termination (other than the fees or expenses of any replacement manager for the Stadium). Upon a termination pursuant to Section 17.1, all further obligations of the parties hereunder shall terminate except for the obligations in this Section 17.4 and in Sections 12 and

17.5; provided, however, that if such termination is the result of a willful default, the non-defaulting party exercising its right to terminate this Agreement shall be entitled to recover damages for breach arising from such willful default.

17.5 Surrender of Stadium. Upon termination of this Agreement (termination shall, for all purposes in this Agreement, include termination pursuant to the terms of this Section 17 and any expiration of the Initial Term or Renewal Term, if any), Manager shall surrender and vacate the Stadium upon the effective date of such termination. The Stadium and all equipment and furnishings shall be returned to the City in good repair, reasonable wear and tear excepted, to the extent funds were made available therefore by the City. All reports, records, including without limitation financial records, and documents maintained by Manager at the Stadium relating to this Agreement other than materials containing Manager's proprietary information shall be immediately surrendered to the City by Manager upon termination.

18 MISCELLANEOUS

18.1 Use of Stadium at Direction of City.

At the direction of the City, upon reasonable advance notice (and in no event less than 30 days' notice) and subject to availability, the Manager will provide use of the Stadium or any part thereof to civic and nonprofit organizations located in the Ontario/Inland Empire metropolitan area at reduced rates, for the purpose of holding non-commercial Events. The City will have the right to use the Stadium or any part thereof, upon reasonable advance notice and subject to availability, for such purposes as city or civic uses without the payment of any rental or use fee. Additionally, City shall be entitled to a suite in the Stadium being reserved for the City's use at any time during the year, including during any Events scheduled at the Stadium.

18.2 Manager's Office. The City, at no cost to the Manager, will provide to the Manager finished space for the Manager's administrative and operational offices in the Stadium. The Manager, at no cost to the City, will furnish the administrative offices of the Manager, which will include sufficient furniture to enable the Manager to perform its duties hereunder.

18.3 Cooperation with Further Financing. The Manager acknowledges that the City may obtain or has obtained financing through the issuance of tax-exempt or taxable bonds ("City Financing"), in the past or future for any portion or all of its Sports Complex Site, including but not limited to the Stadium. Manager agrees that any City Financing shall unconditionally be and remain at all times prior and superior to any interests or rights granted by or under this Agreement.

18.3.1 If necessary or desirable in connection with any financing of the Stadium by the City, the Manager agrees that, without charge or expense to the City, within twenty (20) Business Days after the request by the City, to deliver an opinion letter from independent legal counsel to the Manager regarding the due execution and authority of the Manager to execute this Agreement and to perform its obligations hereunder and such other matters as are reasonably requested by the City.

18.3.2 The Manager will, without charge or expense to the City, at any time and from time to time, within ten (10) Business Days after written request therefore from the City, execute, acknowledge and deliver a written estoppel certificate certifying the following: (i) whether or not this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and stating such modifications), (ii) whether or not the Manager has knowledge of any then uncured default by the

City under this Agreement (and if the Manager has such knowledge, specifying the same in detail), (iii) the address of the Manager to which notices should be sent, and (iv) any other factual information reasonably requested by the City.

18.3.3 In addition, the Manager agrees to modify this Agreement or any other necessary contract documents in good faith as reasonably necessary to accommodate any City Financing, provided that any such modifications will, to the maximum extent possible, preserve the economic benefits afforded to the Manager hereunder, and will not materially increase the Manager's obligations hereunder or materially decrease the Manager's rights or economic benefits hereunder, *provided, that* if the foregoing modifications to preserve the rights and economic benefits and not increase the obligations of the Manager are not possible, the Manager will have the right to terminate this Agreement after Manager and City have reopened discussions pursuant to Section 6.1.3.2 and have not been able to reach an agreement on the terms pertaining to incentive fees after a reasonable period of time, but no later than ninety (90) after commencement of active discussions.

18.3.4 Without limiting the generality of the preceding sentences, the Manager acknowledges and agrees that the respective cash contributions (or letters of credit or other funding devices) or receipts of the City from the activities of the Manager under this Agreement may be pledged to the holders of the bonds issued or to be issued by the City and may be held in trust by the trustee for such bonds or City Financing which would result in the payments for such debt service to be paid utilizing the Gross Operating Revenues.

18.4 Implementation of Agreement. The City shall implement this Agreement through its City Manager (or his or her duly authorized representative). The City Manager shall have the authority to issue interpretations, waive provisions, and/or enter into amendments to this Agreement on behalf of the City so long as such actions do not materially or substantially change the uses or concept of the Agreement. All other materials and/or substantive interpretations, waivers, or amendments shall require consideration, action and written consent of the City and/or City Council.

18.5 Cooperation, Mediation.

18.5.1 In General. The Parties desire to cooperate with each other in the management and operation of the Stadium pursuant to the terms hereof. Any dispute arising hereunder will first be referred to the Parties' respective Representatives prior to either Party initiating arbitration, who will in good faith attempt to resolve any such disputes within forty five (4)5 days after the commencement of such discussions. If any dispute remains unresolved after the Parties have had such discussions, then the matter will be resolved pursuant to Section 18.4.2.

18.5.2 Mediation. If a dispute cannot be settled through negotiation, the Parties agree to submit the dispute to mediation prior to commencing arbitration, it being understood that neither Party may commence or pursue arbitration until this non-binding mediation has been conducted and concluded. The mediation will follow the procedures set forth in the American Arbitration Association Commercial Mediation Rules. The Parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. If the Parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, they will submit the dispute for mediation to be administered by the American Arbitration Association under the Commercial Mediation

18.6 Use of Stadium Names and Logos. Subject to the terms and conditions of the Venue Agreement, the Manager will have the right to use throughout the Term (and permit others to use in furtherance of the Manager's obligations hereunder), without restriction and for no charge, the name and all logos of the Stadium, on the Manager's stationary, in its advertising of the Stadium, and whenever conducting business of the Stadium; *provided, that* the Manager will take all prudent and appropriate measures to protect the intellectual property rights of the City relating to such name and/or logos. All intellectual property rights in any Stadium logos developed by the Manager or the City will be and at all times remain the sole and exclusive property of the City. The Manager agrees to execute any documentation requested by the City from time to time to establish, protect or convey any such intellectual property rights.

18.7 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties hereto with respect to the subject matter hereof.

18.8 Amendments. This Agreement will not be altered, modified or amended in whole or in part, except in a writing executed by each of the Parties hereto. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

18.9 Force Majeure.

18.9.1 The prevention or delay in the performance of either Party's obligations under this Agreement caused by acts of war, riot, rebellion, acts of God, pandemic, actions of governmental agencies, or any other circumstances beyond the reasonable control of either Party (any such event being called "Force Majeure") will entitle the Party affected to suspend the obligations of that Party under the terms of this Agreement to the extent and for so long as its performance is made impracticable by such event of Force Majeure, by the affected Party giving written notice thereof to the other Party. The Party invoking the provisions of this Section 18.8 will not be liable for non-performance of any obligations under this Agreement during continuation of such event; *provided, however,* that such Party exercises its best efforts to limit and obviate the event of Force Majeure.

18.9.2 Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the Management Fees payable to the Manager will be claimed by the City or charged against the Manager, nor will the Manager be entitled to additional payments beyond those provided for in this Agreement for any event of Force Majeure.

18.9.3 In the event of damage to or destruction of the Stadium by reason of fire, storm or other casualty or occurrence of any nature or any regulatory action or requirements that, in either case, is expected to render the Stadium materially unusable for Events notwithstanding the City's reasonable efforts to remedy such situation for a period estimated by the City of at least six (6) months from the occurrence of the event, either Party may terminate this Agreement by written notice to the other. In the event that the Stadium becomes either wholly or partially useable as a result of any of the foregoing, the Parties will agree upon appropriate adjustments to the Net Operating Loss/Profit Goals.

18.9.4 If an event of Force Majeure is of such effect and duration as to effectively

curtail the use of the Stadium so as effect a substantial reduction in the need for the Management Services provided by the Manager for a period in excess of ninety (90) days or more, and that reduction results in it being economically impractical for the Manager to continue to provide the Management Services, then the Manager may suspend performance required under this Agreement, without any further liability. The City will not be obligated to make any payments of the Management Fees otherwise due and payable to the Manager during the period of suspension, *provided, however,* the City and the Manager may mutually agree to a reduced fee payment for the period of time that corresponds with the reduction in services.

18.9.5 In the event of a material increase in any Operating Expense not reasonably anticipated by or within the control of either Party (including, by way of example and not by limitation, an increase in the cost of insurance or utilities for the Stadium), the Parties will attempt to mutually negotiate and agree upon in good faith an adjustment to the Net Operating Loss/Profit Goals to take into account such increased Operating Expenses.

18.10 Binding Upon Successors and Assigns; No Third-Party Beneficiaries.

18.10.1 This Agreement and the rights and obligations set forth herein will inure to the benefit of, and be binding upon, the Parties hereto and each of their respective successors and permitted assigns.

18.10.2 This Agreement will not be construed as giving any person, other than the Parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such Parties and their successors and permitted assigns and for the benefit of no other person or entity.

18.11 Notices. Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the Party for whom intended, (b) on the 2nd Business Day following mailing by a nationally recognized overnight courier service, (c) on the 5th day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by facsimile as shown on the confirmation as long as such facsimile transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such Party as set forth below or as a Party may designate by written notice given to the other Party in accordance herewith.

CITY	**MANAGER**
City of Ontario Attn: Scott Ochoa, City Manager 303 East "B" Street Ontario, CA 91764 Phone: (909) 395-2555 Email: SOchoa@ontarioca.gov With Copy To: Ruben Duran, Esq.	ASM Global Stadium Management, LLC Attn: President 300 Conshohocken State Road, Suite 770 West Conshohocken, PA 19428 With Copy To: ASM Global Stadium Management, LLC Attn: General Counsel 300 Conshohocken State Road, Suite770

DRAFT

City Attorney Best Best & Krieger LLP 2855 E. Guasti Rd., Suite 400 Ontario, CA 91761 Phone: (213) 787-2569 Email: ruben.duran@bbklaw.com	West Conshohocken, PA 19428 Email: Legal Notices@legends.net

18.12 Prohibited Interests. Manager maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Manager, to solicit or secure this Agreement. Manager 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 Manager, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Manager further agrees to file, or shall cause its employees or sub-consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the services under 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 member, 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.

18.13 Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement will not affect the other provisions or parts hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions or parts were omitted. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original copy of this Agreement.

18.15 Non-Waiver. A failure by either Party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement will not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

18.16 Section Headings; Defined Terms. The section headings contained herein are for reference purposes only and will not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns will include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

18.17 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to otherwise

applicable principles of conflicts of law. Venue shall be in San Bernardino County, California.

18.18 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

18.19 Certain Representations and Warranties.

18.19.1 The City represents and warrants to the Manager the following: (i) all required approvals have been obtained, and the City has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

18.19.2 The Manager represents and warrants to the City the following: (i) all required approvals have been obtained, and the Manager has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the Manager and constitutes a valid and binding obligation of the Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

18.20 Implementation of Agreement. The City shall implement this Agreement through its City Manager (or his or her duly authorized representative). The City Manager shall have the authority to issue interpretations, waive provisions, and/or enter into amendments to this Agreement on behalf of the City so long as such actions do not materially or substantially change the uses or concept of the Project. All other materials and/or substantive interpretations, waivers, or amendments shall require consideration, action and written consent of the City and/or City Council.

18.21 Calculation of Time. Whenever any provision of this Agreement requires or permits any act or decision to be performed or made within a specified period of time, the day of the act or event from which the designated time period begins to run will not be included in computing such time period. The last day of such period will be included, unless it is a Saturday, Sunday or a legal holiday of the State of California or the United States of America, in which case, the period will run until the end of the next day which is not a Saturday, Sunday or legal holiday of the State of California or the United States of America. All notice and other time periods will expire as of 5:00 p.m. (PST) on the last day of the notice or other period.

(Signature provisions on following page(s))

DRAFT

IN WITNESS WHEREOF, the parties have executed this OPERATING AND MANAGEMENT AGREEMENT as of the dates written below.

CITY OF ONTARIO

By: _____

Scott Ochoa

City Manager

Dated: _____

ASM GLOBAL STADIUM MANAGEMENT, LLC

By: _____

Tim Lamoriello

General Counsel

Dated: _____

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

Ruben Duran, City Attorney

DRAFT

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Vanny Khu Department: Prepared By: Vanny Khu Staff Member Presenting: Mike Lorenz, Chief of Police Reviewed By: Jordan T Villwock Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

SUBJECT: AN AMENDMENT TO EXTEND THE CITY CONTRACT TOWING SERVICES AGREEMENTS

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a two-year extension of the City Contract Towing Services Agreements with Certified Towing, Inc., Dietz Towing, Inc., Foglesong Towing & Storage, Inc., and Pepe's Towing Service, extending the term through November 17, 2027.
B. Authorize the City Manager, or his designee, to execute any necessary future amendments consistent with City Council approved budgets and administrative requirements.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The FY 2025-26 Proposed Budget includes revenue estimates in the General Fund for these services. The City Council will consider a 4% increase during the adoption of the City-Wide Fee Schedule on June 18, 2025.

BACKGROUND & ANALYSIS: The City of Ontario entered into five-year agreements for City-Initiated Contract Towing Services with Certified Towing, Inc., Dietz Towing, Inc., Foglesong Towing & Storage, Inc., and Pepe's Towing Service. The original agreements were brought to the City Council and approved on November 17, 2020, and are set to expire on November 16, 2025.

The towing providers have demonstrated reliable and consistent service during the contract term. The proposed amendments are being presented to the City Council to extend the agreements for an additional two years, resulting in a new expiration date of November 16, 2027. During the Fiscal Year 2025-26 Budget Adoption, the City Council will consider a 4% increase to towing fees, which, if

approved, will go into effect July 1, 2025.

The proposed amendments ensure continued compliance with Ontario Municipal Code, Title 4, Chapter 19, governing rotational towing services. It also continues to align with the current best practices and municipal requirements.

Staff recommends extending the City Contract Towing Services Agreements through November 2027. If approved, the City Manager, will be authorized to execute the amendments, with the updated terms effective July 2025.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE CITY CONTRACT TOWING SERVICES AGREEMENT FOR CITY-INITIATED CONTRACT TOWING SERVICES – ROTATIONAL TOWING PROGRAM BETWEEN THE CITY OF ONTARIO AND JAMES FOGLESONG TOWING AND STORAGE, INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and James Foglesong Towing and Storage, Inc. ("Contract Towing Carrier" or "Tow Carrier"). City and Contract Towing Carrier are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 The City and Contract Towing Carrier entered into a five-year agreement for City-Initiated Contract Towing Service dated November 17, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contract Towing Carrier desire to amend the Agreement to extend its term by an additional two (2) years.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 5 of the Agreement.

3. Terms.

3.1 Amendment. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term

a. The term of this Agreement shall be from November 17, 2020, to November 17, 2027, unless earlier terminated

as provided herein. Contract Towing Carrier shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The City may, at its sole discretion, extend the term of this Agreement.

b. The Activity Schedule for all towing carrier services will be determined by the Police Department based upon the number of towing carriers selected to fulfill the 24-hour/7-day-per-week coverage required of contract towing services. The Police Department will work with all selected towing carriers to develop a rotation schedule that meets the needs of the City and the Police Department, while taking into account the limitations and capabilities of each contract towing carrier."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE CITY CONTRACT TOWING SERVICES AGREEMENT FOR CITY-INITIATED CONTRACT TOWING SERVICES – ROTATIONAL TOWING PROGRAM BETWEEN THE CITY OF ONTARIO AND JAMES FOGLESONG TOWING AND STORAGE, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

James Foglesong Towing and Storage, Inc.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

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MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
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DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE CITY CONTRACT TOWING SERVICES AGREEMENT FOR CITY-INITIATED CONTRACT TOWING SERVICES – ROTATIONAL TOWING PROGRAM BETWEEN THE CITY OF ONTARIO AND DIETZ TOWING, INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Dietz Towing, Inc. ("Contract Towing Carrier" or "Tow Carrier"). City and Contract Towing Carrier are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 The City and Contract Towing Carrier entered into a five-year agreement for City-Initiated Contract Towing Service dated November 17, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contract Towing Carrier desire to amend the Agreement to extend its term by an additional two (2) years.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 5 of the Agreement.

3. Terms.

3.1 Amendment. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term

a. The term of this Agreement shall be from November 17, 2020, to November 17, 2027, unless earlier terminated as provided herein. Contract Towing Carrier shall complete the Services within the term of this Agreement and

shall meet any other established schedules and deadlines. The City may, at its sole discretion, extend the term of this Agreement.

b. The Activity Schedule for all towing carrier services will be determined by the Police Department based upon the number of towing carriers selected to fulfill the 24-hour/7-day-per-week coverage required of contract towing services. The Police Department will work with all selected towing carriers to develop a rotation schedule that meets the needs of the City and the Police Department, while taking into account the limitations and capabilities of each contract towing carrier."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE CITY CONTRACT TOWING SERVICES AGREEMENT FOR CITY-INITIATED CONTRACT TOWING SERVICES – ROTATIONAL TOWING PROGRAM BETWEEN THE CITY OF ONTARIO AND DIETZ TOWING, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Dietz Towing, Inc.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE CITY CONTRACT TOWING SERVICES AGREEMENT FOR CITY-INITIATED CONTRACT TOWING SERVICES – ROTATIONAL TOWING PROGRAM BETWEEN THE CITY OF ONTARIO AND CERTIFIED TOWING, INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Certified Towing, Inc. ("Contract Towing Carrier" or "Tow Carrier"). City and Contract Towing Carrier are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 The City and Contract Towing Carrier entered into a five-year agreement for City-Initiated Contract Towing Service dated November 17, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contract Towing Carrier desire to amend the Agreement to extend its term by an additional two (2) years.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 5 of the Agreement.

3. Terms.

3.1 Amendment. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term

a. The term of this Agreement shall be from November 17, 2020, to November 17, 2027, unless earlier terminated

as provided herein. Contract Towing Carrier shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The City may, at its sole discretion, extend the term of this Agreement.

b. The Activity Schedule for all towing carrier services will be determined by the Police Department based upon the number of towing carriers selected to fulfill the 24-hour/7-day-per-week coverage required of contract towing services. The Police Department will work with all selected towing carriers to develop a rotation schedule that meets the needs of the City and the Police Department, while taking into account the limitations and capabilities of each contract towing carrier."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No.1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE CITY CONTRACT TOWING SERVICES AGREEMENT FOR CITY-INITIATED CONTRACT TOWING SERVICES – ROTATIONAL TOWING PROGRAM BETWEEN THE CITY OF ONTARIO AND CERTIFIED TOWING, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Certified Towing, Inc.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

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DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE CITY CONTRACT TOWING SERVICES AGREEMENT FOR CITY-INITIATED CONTRACT TOWING SERVICES – ROTATIONAL TOWING PROGRAM BETWEEN THE CITY OF ONTARIO AND PEPE'S TOWING, INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Pepe's Towing, Inc. ("Contract Towing Carrier" or "Tow Carrier"). City and Contract Towing Carrier are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 The City and Contract Towing Carrier entered into a five-year agreement for City-Initiated Contract Towing Service dated November 16, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contract Towing Carrier desire to amend the Agreement to extend its term by an additional two (2) years.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 5 of the Agreement.

3. Terms.

3.1 Amendment. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term

a. The term of this Agreement shall be from November 17, 2020, to November 17, 2027, unless earlier terminated

as provided herein. Contract Towing Carrier shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The City may, at its sole discretion, extend the term of this Agreement.

b. The Activity Schedule for all towing carrier services will be determined by the Police Department based upon the number of towing carriers selected to fulfill the 24-hour/7-day-per-week coverage required of contract towing services. The Police Department will work with all selected towing carriers to develop a rotation schedule that meets the needs of the City and the Police Department, while taking into account the limitations and capabilities of each contract towing carrier."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE CITY CONTRACT TOWING SERVICES AGREEMENT FOR CITY-INITIATED CONTRACT TOWING SERVICES – ROTATIONAL TOWING PROGRAM BETWEEN THE CITY OF ONTARIO AND PEPE'S TOWING, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Pepe's Towing, Inc.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **PUBLIC HEARINGS**
Department: Public Works Prepared By: Jay Bautista Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 20

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO DESIGNATE PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE**

RECOMMENDATION: That the City Council conduct a Public Hearing and adopt a Resolution to designate portions of D Street, Lynn Haven Court, Nocta Street, and Sultana Avenue as a residential permit parking zone for the benefit of adjacent residences.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the General Fund for nominal administrative costs related to the signage production and installation.

BACKGROUND & ANALYSIS: Residents in the neighborhood near Lynn Haven Court contacted City Staff with concerns regarding non-resident vehicles parking within their neighborhood. Residents have stated that they have difficulty finding parking near their homes and observed litter in the parkway adjacent to non-resident vehicles. Because of the safety and quality of life concerns, Staff evaluated the proposed permit parking zone and observed most of the vehicles parking in the neighborhood belonged to non-residents. Municipal Code Section 4-6.1305 states that permit parking zones can be considered if the vehicles causing on-street parking concerns are non-resident vehicles.

On May 6, 2025, the City Council adopted Resolution No. 2025-030 declaring the City's intent to designate portions of D Street, Lynn Haven Court, Nocta Street, and Sultana Avenue as a residential permit parking zone for the benefit of adjacent residences and setting the date, time, and place for this public hearing. Appropriate notice of intention to designate a residential permit parking zone has been posted. Additionally, an announcement of this Public Hearing was published in the Inland Valley Daily Bulletin prior to this meeting and the full text of said adopted Resolution has been made available in the Records Management Department.

City Staff notified residents in the vicinity of the proposed permit parking area. Exhibit "A" illustrates the notification area and the proposed permit area.

The Resolution, if adopted, would authorize the installation of parking district signs allowing exclusive parking for the residents of D Street, Lynn Haven Court, Nocta Street, and Sultana Avenue. Permits will be issued for up to 3 vehicles registered to the owners with an authorized address. The permits will be in the form of a placard, and they will be free of charge. A photo identification with the resident's address and a document such as a utility bill will be required for proof of residency.

Signage will be properly placed in the neighborhoods that will define the limits and restrictions of the permit parking zones. Once City Staff has determined that a general consensus with the neighborhood is achieved, implementation of this program will proceed. Implementation is expected to begin in Summer 2025.



CITY OF ONTARIO

EXHIBIT "A"

PERMIT PARKING ZONE

N

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE DESIGNATION OF PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE.

WHEREAS, the City Council of the City of Ontario, California, did on the 6th day of May 2025 adopt a Resolution of Intent, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PERTAINING TO DESIGNATING PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE AND TO SET THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING.

WHEREAS, notice of the date, time, and place of hearing any and all persons interested in, or objecting to, the proposed permit parking zone has been published and posted in the manner prescribed by law; and

WHEREAS, a hearing on the proposed designation was duly and regularly held by said City Council at the time and place specified in said Resolution of Intention, and the said Council has determined that said locations, as described in said Resolution of Intention, are qualified for a permit parking zone; and

WHEREAS, the City Council found:

1. That such zone is necessary to provide reasonably available and convenient parking for the benefit of the adjacent residences;

2. That the proposed zone is desirable to encourage the use of carpooling;

3. That the proposed zone is desirable to enhance or protect the quality of life in the area of the proposed zone;

4. That the proposed zone will tend to encourage nonresident vehicles to park in off-street parking facilities; and

WHEREAS, the City Council considered:

1. Whether nonresident vehicles do or may substantially and regularly interfere with the use by or for the benefit of adjacent residences of a majority of available public street parking spaces in the proposed permit parking zone, and whether such interference occurs at regular and significant intervals;

2. Whether nonresident vehicles driven or parked in the proposed permit parking zone are a source of unreasonable litter, noise, traffic hazards, environmental

pollution, or devaluation of real property in the area of the proposed permit parking zone;

3. Whether the occupants of adjacent residences in the proposed permit parking zone desire its establishment;

4. Whether a shortage of residential-related parking spaces exists in the area of the proposed permit parking zone;

5. Whether an alternative solution is feasible or practical; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

SECTION 1. That pursuant to Section 4-6.1305 of the City of Ontario Municipal Code, the following locations are established as a permit parking zone: (see Exhibit "A")

SECTION 2. That the City Clerk of the City of Ontario, California, shall cause a copy of this Resolution to be recorded in the office of the County Recorder of San Bernardino, California.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)



CITY OF ONTARIO

EXHIBIT "A"

PERMIT PARKING ZONE

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CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **PUBLIC HEARINGS**
Department: Financial Services Prepared By: Cruz Torres Department: Prepared By: Stephanie Castro Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, Matthew Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 21

SUBJECT: **A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL); ADOPTION OF A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES**

RECOMMENDATION: That the City Council consider and:

A. Adopt a Resolution of Formation of Community Facilities District No. 75 (Springhill), proposing that the community facilities district be authorized to levy a special tax and proposing that an appropriations limit of the community facilities district be established;
B. Adopt a Resolution deeming it necessary for the district to incur bonded indebtedness within Community Facilities District No. 75 (Springhill);
C. Adopt a Resolution calling a special election for City of Ontario Community Facilities District No. 75 (Springhill);
D. Adopt a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduce and waive further reading of an Ordinance levying special taxes within City of Ontario Community Facilities District No. 75 (Springhill);
F. Adopt a Resolution authorizing the execution and delivery of an acquisition and funding agreement with Lennar Homes of California, LLC; and
G. Adopt a Resolution making a declaration of official intent to reimburse facilities expenditures with bond proceeds and related actions.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public

Facilities)

Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The use of Mello-Roos financing in the Springhill residential development is projected to generate approximately $348,472 per year, at buildout, to fund administrative fees and municipal services; and approximately $9.8 million in bond proceeds to be used to fund a portion of the public infrastructure improvements needed to serve the project. Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcel in the district; therefore, there is no fiscal impact to the General Fund from the issuance of Mello-Roos bonds. City Council approval will be required to process annual special tax levies in future years.

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to finance various kinds of public infrastructure facilities and municipal services. Under the Mello-Roos Act the initial steps in the formation of a community facilities district to finance public improvements and municipal services are to adopt resolutions declaring the intention to establish a community facilities district, authorize the levy of special taxes, and issue bonds. Accordingly, on April 1, 2025, the City Council approved Resolution No. 2025-013, a Resolution of Intention to establish City of Ontario Community Facilities District No. 75 (Springhill) and authorize the levy of special taxes; and Resolution No. 2025-014 declaring the City Council's intention to issue bonds for the district. The Resolution of Intention set the public hearing date for the regularly scheduled City Council meeting on May 20, 2025, to consider formation matters.

In the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony ("First Amended and Restated Construction Agreement") between the City of Ontario and NMC Builders, LLC, the City agreed to cooperate with the members of NMC Builders, LLC in the formation of community facilities districts to assist in the financing of the public improvements included in the agreement. The Springhill project is approximately 23.22 gross acres located south of Riverside Drive, north of Chino Avenue, west of Archibald Avenue, and east of Colonial Avenue. At build-out, the project is expected to include 265 residential units consisting of 139 single-family units and 126 attached units.

Included, as part of the Resolution of Formation is the proposed Rate and Method of Apportionment of Special Tax for the District. Under the proposed Rate and Method of Apportionment, the portion of the maximum annual special tax rates which will be used to fund debt service payments on the bonds is fixed and will not increase over time. As proposed, the amount of bonds authorized for the district ($32 million) is set intentionally higher than the current estimated bond amount ($9.8 million) in order to allow future City Council the option, without increasing the amount of the annual special taxes, to issue additional bonds to replace and/or construct new public infrastructure improvements in the future, or to fund municipal services. The term and structure of the Rate and Method of Apportionment of Special Tax for the Springhill project is consistent with those of previously adopted Rates and Methods of Apportionment for

Ontario Ranch community facilities districts. This ensures that the special tax rates levied on all residential property owners in community facilities districts in Ontario Ranch are developed in a consistent and equivalent manner. In addition, under the provisions of the Mello-Roos Act, to ensure that home buyers are making an informed decision, all residential builders in the Ontario Ranch districts are required to disclose the maximum annual special tax amount to each homeowner before entering into a sales contract.

Attached are six Resolutions and an Ordinance. The first attached Resolution establishes the community facilities district, with the rate and method of apportionment of special taxes and authorizes the levy of special taxes within the district. The second attached Resolution deeming it necessary to incur bonded indebtedness for the district. The third attached Resolution calls for a special landowner election to be held on May 20, 2025. The fourth attached Resolution declares the results of the election, including a statement from the City Clerk as to the canvass of ballots, and directs the recording of the Notice of Special Tax Lien. The fifth attached Resolution authorizes the acquisition and funding agreement. The sixth Resolution declares the intent to reimburse facilities expenditures with bond proceeds and related actions. The attached Ordinance authorizes the levying of special taxes.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL), PROPOSING THAT THE COMMUNITY FACILITIES DISTRICT BE AUTHORIZED TO LEVY A SPECIAL TAX AND PROPOSING THAT AN APPROPRIATIONS LIMIT OF THE COMMUNITY FACILITIES DISTRICT BE ESTABLISHED

WHEREAS, on April 1, 2025, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 75 (Springhill) and to Authorize the Levy of a Special Tax Therein" (the "Resolution of Intention"), stating its intention to establish City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District"), to authorize the Community Facilities District to levy a special tax within the Community Facilities District for the purpose of financing certain public facilities and services and setting the date for a public hearing to be held on the establishment of the Community Facilities District; and

WHEREAS, pursuant to the Resolution of Intention, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, pursuant to the Resolution of Intention, each officer of the City who is or will be responsible for providing one or more of the proposed types of public facilities or services to be financed by the Community Facilities District was directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the public facilities and services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing such public facilities and services; such officers were also directed to estimate the fair and reasonable cost of the public facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid; and

WHEREAS, said report was so filed with the City Council and made a part of the record of said public hearing; and

WHEREAS, at the hearing, the testimony of all persons for or against the establishment of the Community Facilities District, the extent of the Community Facilities District and the furnishing of the specified types of public facilities and services was heard; and

WHEREAS, written protests against the establishment of the Community Facilities District, the furnishing of any specified type or types of facilities and services within the Community Facilities District or the levying of a specified special tax were not made or filed at or before said hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the special tax; and

WHEREAS, there has been filed with the City Clerk of the City a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of April 16, 2025, which demonstrates that 12 or more persons have not been registered to vote within the territory of the proposed Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district; and

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53321 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

WHEREAS, the City and Lennar Homes of California, LLC (“Lennar Homes”), have entered into the Deposit and Reimbursement Agreement, dated as of May 1, 2024 (the “Deposit Agreement”), that provides for the advancement of funds by Lennar Homes to be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby, and provides for the repayment to Lennar Homes of such funds advanced, without interest, from the proceeds of any such bonded indebtedness incurred by the Community Facilities District; and

WHEREAS, the City desires to include in this Resolution, in accordance with Section 53314.9 of the Act, the proposal to repay funds pursuant to the Deposit Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

SECTION 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

SECTION 2. The Community Facilities District is hereby established.

SECTION 3. The name for the Community Facilities District is "City of Ontario Community Facilities District No. 75 (Springhill)."

SECTION 4. The public facilities (the "Facilities") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Facilities" on Exhibit A hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are identified under the caption "Facilities to be Purchased" on Exhibit A hereto. The services (the "Services") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Services" on Exhibit A hereto. The incidental expenses proposed to be incurred are identified under the caption "Incidental Expenses" on Exhibit A hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

SECTION 5. The proposed special tax to be levied within the Community Facilities District has not been precluded by majority protest pursuant to Section 53324 of the Act.

SECTION 6. The City Council proposes that, except where funds are otherwise available, the Community Facilities District be authorized to annually levy within the Community Facilities District a special tax (the "Special Tax") sufficient to pay for all Facilities and Services, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District. The rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is specified in the Rate and Method of Apportionment of Special Tax (the "Rate and Method") attached hereto as Exhibit B, which is by this reference incorporated herein. The conditions under which the obligation to pay the Special Tax to be levied to pay for Facilities may be prepaid and permanently satisfied are specified in the Rate and Method. The Special Tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

SECTION 7. The Special Tax may only finance the Services to the extent that they are in addition to those provided in the territory of the Community Facilities District before the date the Community Facilities District is created. The Services may not supplant services already available within that territory when the Community Facilities District is created. Bonds of the Community Facilities District may not be issued to fund any of the Services.

SECTION 8. The tax year after which no further Special Tax to pay for Facilities shall be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued. The Special Tax to pay for Services will be levied in perpetuity, as provided in the Rate and Method.

SECTION 9. Pursuant to Section 53344.1 of the Act, the City Council hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the Special Tax or the interest or penalties thereon that may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

SECTION 10. The name, address and telephone number of the office, department or bureau that will be responsible for preparing annually a current roll of Special Tax levy obligations by assessor's parcel number and that will be responsible for estimating further Special Tax levies pursuant to Section 53340.2 of the Act are as follows: City of Ontario, Financial Services Agency, 303 East B Street, Ontario, California 91764, (909) 395-2015 or email CFD@ontarioca.gov.

SECTION 11. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the Community Facilities District and this lien shall continue in force and effect until the Special Tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of the Special Tax is recorded in accordance with Section 53330.5 of the Act.

SECTION 12. The boundary map of the Community Facilities District has been recorded in San Bernardino County in Book 92 at Page 36 of Maps of Assessments and Community Facilities Districts in the San Bernardino County Recorder's Office (Document No. 2025-0072054).

SECTION 13. The City Council proposes that the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the Community Facilities District be established at $40,000,000.

SECTION 14. Pursuant to the provisions of the Act, the propositions to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District specified above shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of April 16, 2025, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearing held by the City Council on the establishment of the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax. The voting procedure shall be by mailed or hand-delivered ballot.

SECTION 15. Lennar Homes has heretofore advanced certain funds, and may advance additional funds, that have been or may be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby. The City Council has previously approved the acceptance of such funds for the purpose of paying costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby. The City Council proposes to repay Lennar Homes all or a portion of such funds so advanced, without interest, solely from the proceeds of any such bonded indebtedness incurred by the Community Facilities District, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

SECTION 16. The City Council hereby finds and determines that all proceedings, up to and including the adoption of this Resolution, were valid and in conformity with the requirements of the Act. In accordance with Section 53325.1 of the Act, such finding shall be final and conclusive.

SECTION 17. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 18. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 19. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

FACILITIES, SERVICES AND INCIDENTAL EXPENSES

Facilities

The types of public facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication, wireless communication and public safety camera facilities and equipment, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Facilities to be Purchased

The types of public facilities to be purchased as completed facilities are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

The types of City services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services, maintenance and operation of fiber optic telecommunication, wireless communication and public safety camera systems and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

(a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;

(b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and

(c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 75
(SPRINGHILL)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 75 (Springhill) ("CFD No. 75") and collected each Fiscal Year, commencing in Fiscal Year 2025-26, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 75, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, parcel map, condominium plan, or other recorded County map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 75: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 75 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City or CFD No. 75 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 75 of complying with City, CFD No. 75, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 75 related to the analysis and reduction, if any, of the Special Tax A on Single Family Property in accordance with Section C.1 herein; the costs of the City or CFD No. 75 related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 75; and amounts estimated or advanced by the City or CFD No. 75 for any other administrative purposes of the CFD, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax A" means the Special Tax A for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.2 below.

"Backup Special Tax A" means the Special Tax A for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.3 below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act) issued by CFD No. 75 under the Act and payable from Special Tax A.

"Buildable Lot" means an individual lot, within a Final Subdivision Map or an area expected by CFD No. 75 to become Final Mapped Property, such as the area within a Tentative Tract Map, for which a building permit may be issued without further subdivision of such lot.

"CFD Administrator" means an official of the City responsible for determining the Special Tax A Requirement and Special Tax B Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for herein.

"CFD No. 75" means City of Ontario Community Facilities District No. 75 (Springhill).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 75.

"Contractual Impositions" means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time, (b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax, or assessment established and levied on an individual Assessor's Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof (e.g., property owner association assessments).

"County" means the County of San Bernardino.

"Designated Buildable Lot" means a Buildable Lot for which a building permit has not been issued by the City as of the date of calculation of the Backup Special Tax A.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2024, and before May 1 of the prior Fiscal Year.

"Expected Residential Lot Count" means 126 Buildable Lots of Single Family Attached Property and 139 Buildable Lots of Single Family Detached Property, or, as determined by the CFD Administrator, the number of Buildable Lots of Single Family Property based on the most recent Tentative Tract Map(s) or most recently recorded Final Subdivision Map(s) or modified Final Subdivision Map(s).

"Facilities" means the public facilities authorized to be financed, in whole or in part, by CFD No. 75.

"Final Mapped Property" means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

"Final Subdivision Map" means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or a condominium plan recorded pursuant to California Civil Code Section 4285 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Gated Community Attached Dwelling Unit" means, with respect to Special Tax B, a Unit within any residential building containing two or more dwelling units (including attached condominiums, townhouses, duplexes, triplexes, and apartments) within a gated community that, within such community, is primarily served by private interior streets.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Tables 1 and 2 below.

"Lower Income Household Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 75 that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and

Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized prior to such Fiscal Year.

"Maximum Special Tax A" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax A determined in accordance with Section C.1 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Maximum Special Tax B" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax B determined in accordance with Section C.2 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Minimum Sale Price" means the minimum price at which Units of a given Land Use Class have sold or are expected to be sold in a normal marketing environment and shall not include prices for such Units that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

"Multiple Family Dwelling Unit" means, with respect to Special Tax B, a Unit within any residential building containing two or more dwelling units, including attached condominiums, townhomes, duplexes, triplexes, and apartments, but excluding Gated Community Attached Dwelling Units.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued by the City permitting the construction of one or more non-residential structures or facilities.

"Other Residential Property" means, with respect to Special Tax A, all Assessor's Parcels of Developed Property for which a building permit was issued by the City for purposes of constructing Units, excluding Single Family Attached Property and Single Family Detached Property.

"Outstanding Bonds" means all Bonds which are outstanding under and in accordance with the provisions of the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 75 that (a) has substantial experience in performing price point studies for residential units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 75 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 75, (ii) the City, (iii) any owner of real property in CFD No. 75, or (iv) any real property in CFD No. 75, and (e) is not connected with CFD No. 75 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 75 or the City.

"Price Point Study" means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

"Property Owner Association Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 75 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Proportionately" means (a) for Developed Property in the first step of Section D.1 below, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Developed Property; however, for Developed Property in the fourth step of Section D.1 below, Proportionately means that the amount of the increase above the Assigned Special Tax A, if necessary, is equal for all Assessor's Parcels of Developed Property, except that if the Backup Special Tax A limits the increase on any Assessor's Parcel(s), then the amount of the increase shall be equal for the remaining Assessor's Parcels; (b) with respect to Special Tax B, that the ratio of the actual Special Tax B levy to the Maximum Special Tax B is equal for all Assessor's Parcels of Developed Property; (c) for Final Mapped Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Final Mapped Property; (d) for Undeveloped Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Undeveloped Property; (e) for Taxable Property Owner Association Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Taxable Property Owner Association Property; and (f) for Taxable Public Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Taxable Public Property.

"Public Property" means, for each Fiscal Year, property within the boundaries of CFD No. 75 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way that makes impractical its use for any purpose other than that set forth in such easement; provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Tax.

"Residential Floor Area" means all of the Square Footage of living area within the perimeter of a Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor's Parcel, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 75. The actual Square Footage shall be rounded up to the next whole square foot. Once such determination has been made for an Assessor's Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F below is approved that results in a change in the actual Square Footage.

"Residential Property" means, for each Fiscal Year, an Assessor's Parcel for which a building permit for new construction of one or more Units was issued after January 1, 2024, and before May 1 of the prior Fiscal Year.

"Services" means the services authorized to be financed, in whole or in part, by CFD No. 75.

"Single Family Attached Property" means all Assessor's Parcels of Developed Property for which a building permit or use permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel Numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures within a condominium project as defined in Civil Code Section 4125.

"Single Family Detached Dwelling Unit" means, with respect to Special Tax B, a Unit of Single Family Detached Property.

"Single Family Detached Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit.

"Single Family Property" means all Assessor's Parcels of Single Family Attached Property and Single Family Detached Property.

"Special Taxes" means, collectively, Special Tax A and Special Tax B.

"Special Tax A" means the special tax authorized by the qualified electors of CFD No. 75 to be levied within the boundaries of CFD No. 75 to pay for Facilities and Services.

"Special Tax A Requirement" means for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for CFD No. 75 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay a pro rata share of Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax A levy on Final Mapped Property or Undeveloped Property; and (vi) provide an amount equal to Special Tax A delinquencies based on the historical delinquency rate for Special Tax A as determined by the CFD Administrator.

"Special Tax B" means the special tax authorized by the qualified electors of CFD No. 75 to be levied within the boundaries of CFD No. 75 to pay for Services.

"Special Tax B Requirement" means for any Fiscal Year that amount required, after taking into account available amounts in any funds and accounts established to pay for Services, to pay the cost of Services, a pro rata share of Administrative Expenses, and an

amount equal to Special Tax B delinquencies based on the historical delinquency rate for Special Tax B as determined by the CFD Administrator.

"Square Footage" or **"Sq. Ft."** means the floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 75, issued for construction of Residential Property or Non-Residential Property, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

"State" means the State of California.

"Taxable Property" means, for each Fiscal Year, all of the Assessor's Parcels within the boundaries of CFD No. 75 that are not exempt from the Special Taxes pursuant to law or Section E below.

"Taxable Property Owner Association Property" means, for each Fiscal Year, all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Public Property" means, for each Fiscal Year, all Assessor's Parcels of Public Property that are not exempt from the Special Taxes pursuant to law or Section E below.

"Tentative Tract Map" means a map: (i) showing a proposed subdivision of an Assessor's Parcel(s) and the conditions pertaining thereto; (ii) that may or may not be based on a detailed survey; and (iii) that is not recorded by the County to create legal lots.

"Total Tax Burden" means, for a Unit within a Land Use Class, for the Fiscal Year in which the Total Tax Burden is being calculated, the sum of (a) the Assigned Special Tax A for such Land Use Class for such Fiscal Year, plus (b) the Special Tax B for such Land Use Class for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes, and assessments (which do not include Contractual Impositions) collected by the County on *ad valorem* tax bills, plus (d) property owner association assessments (but excluding the refuse collection portion of such assessments), and that the CFD Administrator estimates would be levied or imposed on such Unit in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes, and assessments in such Fiscal Year.

"Trustee" means the trustee or fiscal agent under the Indenture.

"TTM 20536" means Tentative Tract Map No. 20536, the area of which is located within CFD No. 75.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property.

"Unit" means an individual single-family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2025-26, all Taxable Property within CFD No. 75 shall be classified as Developed Property, Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

Assessor's Parcels of Developed Property shall be further classified as: Single Family Property (and further classified as Single Family Attached Property or Single Family Detached Property, as needed) or Other Residential Property (for Special Tax A); Single Family Detached Dwelling Unit, Multiple Family Dwelling Unit, or Gated Community Attached Dwelling Unit (for Special Tax B); or Non-Residential Property. For Special Tax A, Assessor's Parcels of Single Family Attached Property shall be assigned to Land Use Classes 1 through 4, and Single Family Detached Property shall be assigned to Land Use Classes 5 through 10, as listed in Table 1 below based on the Residential Floor Area of the Units on such Assessor's Parcels. Also for Special Tax A, Other Residential Property and Non-Residential Property shall be assigned to Land Use Classes 11 and 12, respectively.

C. MAXIMUM SPECIAL TAX

1. Special Tax A

At least 30 days prior to the issuance of Bonds, the Assigned Special Tax A on Developed Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, CFD No. 75 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of Units within each Land Use Class.

If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to Units within one or more Land Use Classes of Single Family Attached Property to be constructed within CFD No. 75 exceeds 2.55% of the Minimum Sale Price of Units of Single Family Attached Property, the Assigned Special Tax A shall be reduced to the extent necessary to cause the Total Tax Burden that shall apply to Units within such Land Use Class(es) not to exceed 2.55% of the Minimum Sale Price of such Units.

In addition, if based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to Units within one or more Land Use Classes of Single Family Detached Property to be constructed within CFD No. 75 exceeds 2.15% of the Minimum Sale Price of Units of Single Family Detached Property, the Assigned Special Tax A shall be reduced to the extent necessary to cause the Total Tax Burden that shall apply to Units within such Land Use Class(es) not to exceed 2.15% of the Minimum Sale Price of such Units.

Finally, if based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden, excluding property owner association assessments, applicable to Units within one or more Land Use Classes of Single Family Property to be constructed within CFD No. 75 exceeds 1.95% of the Minimum Sale Price of such Units, the Assigned Special Tax A shall be reduced to the extent necessary to cause the Total Tax Burden, excluding property owner association assessments, that shall apply to Units within such Land Use Class(es) not to exceed 1.95% of the Minimum Sale Price of such Units.

Each Assigned Special Tax A reduction for a Land Use Class shall be calculated by the CFD Administrator separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax A, the Backup Special Tax A shall also be reduced by the CFD Administrator based on the percentage reduction in Maximum Special Tax A revenues within the Tentative Tract Map area(s) where the Assigned Special Tax A reductions occurred. Upon determining the reductions, if any, in the Assigned Special Tax A and Backup Special Tax A required pursuant to this Section C, the CFD Administrator shall complete the Certificate of Modification of Special Tax substantially in the form attached hereto as Exhibit A (the "Certificate of Modification"), shall execute such completed Certificate of Modification, and shall deliver such executed Certificate of Modification to CFD No. 75. Upon receipt thereof, if in satisfactory form, CFD No. 75 shall execute such Certificate of Modification. The reduced Assigned Special Tax A and Backup Special Tax A specified in such Certificate of Modification shall become effective upon the execution of such Certificate of Modification by CFD No. 75.

The Special Tax A reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien, which CFD No. 75 shall cause to be recorded with the County Recorder as soon as practicable after execution of the Certificate of Modification by CFD No. 75. The reductions in this section apply to Single Family Property, but not to Other Residential Property or Non-Residential Property.

a. Developed Property

1) *Maximum Special Tax A*

The Maximum Special Tax A that may be levied in any Fiscal Year for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax A or (ii) the amount derived by application of the Backup Special Tax A. The Maximum Special Tax A shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 below.

2) *Assigned Special Tax A*

The Assigned Special Tax A that may be levied in any Fiscal Year for each Land Use Class is shown below in Table 1.

TABLE 1
ASSIGNED SPECIAL TAX A – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax A
1	Single Family Attached Property	< 1,401	$1,957 per Unit
2	Single Family Attached Property	1,401 – 1,600	$2,623 per Unit
3	Single Family Attached Property	1,601 – 1,800	$3,231 per Unit
4	Single Family Attached Property	> 1,800	$3,612 per Unit
5	Single Family Detached Property	< 1,601	$2,528 per Unit
6	Single Family Detached Property	1,601 – 1,800	$3,077 per Unit
7	Single Family Detached Property	1,801 – 2,000	$3,451 per Unit
8	Single Family Detached Property	2,001 – 2,200	$3,969 per Unit
9	Single Family Detached Property	2,201 – 2,400	$4,900 per Unit
10	Single Family Detached Property	> 2,400	$5,095 per Unit
11	Other Residential Property		$70,087 per Acre
12	Non-Residential Property		$70,087 per Acre

3) Backup Special Tax A

The Backup Special Tax A shall be $2,826 per Unit of Single Family Attached Property and $3,946 per Unit of Single Family Detached Property. However, if the Expected Residential Lot Count for Single Family Attached Property does not equal 126 and for Single Family Detached Property does not equal 139, and the

City has not issued Bonds, then the Backup Special Tax A for Designated Buildable Lots of Single Family Attached Property and Single Family Detached Property shall be calculated according to the following formulas:

Attached = $356,034 ÷ Expected Residential Lot Count for Single Family Attached Property

Detached = $548,509 ÷ Expected Residential Lot Count for Single Family Detached Property

If any portion of a Final Subdivision Map, or any area expected by CFD No. 75 to become Final Mapped Property – such as the area within TTM 20536, or any other Tentative Tract Map – changes any time after the City has issued Bonds, causing an adjustment to the number of Designated Buildable Lots, then the Backup Special Tax A for all Designated Buildable Lots of Single Family Property subject to the change shall be calculated according to the following steps:

Step 1: Determine the total Backup Special Tax A that could have been collected from Designated Buildable Lots of Single Family Attached Property or Single Family Detached Property prior to the Final Subdivision Map or expected Final Mapped Property change.

Step 2: Divide the amount determined in Step 1 by the number of Designated Buildable Lots of Single Family Attached Property or Single Family Detached Property that exists after the Final Subdivision Map or expected Final Mapped Property change.

Step 3: Apply the amount determined in Step 2 as the Backup Special Tax A per Unit for Single Family Attached Property or Single Family Detached Property.

The Backup Special Tax A for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property.

b. Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property

The Maximum Special Tax A for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property shall be $70,087 per Acre, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

2. Special Tax B

The Maximum Special Tax B for each Assessor's Parcel classified as Developed Property shall be determined by reference to Table 2 below.

TABLE 2
MAXIMUM SPECIAL TAX B – DEVELOPED PROPERTY

Land Use Class	Maximum Special Tax B Fiscal Year 2025-26
Residential Property	
Single Family Detached Dwelling Unit	$1,426.38 per Unit
Multiple Family Dwelling Unit	$1,236.46 per Unit
Gated Community Attached Dwelling Unit	$1,036.38 per Unit
Non-Residential Property	$0.260110 per Sq. Ft.

On January 1 of each Fiscal Year, commencing January 1, 2026, the Maximum Special Tax B to be applied in the next Fiscal Year shall be subject to an automatic increase at a rate equal to 4.0% of the amount in effect for the prior Fiscal Year.

3. Multiple Land Use Classes on an Assessor's Parcel

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax A levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax A for all Units of Single Family Property and Acres of Other Residential Property and Non-Residential Property (based on the pro rata share of Square Footage between Other Residential Property and Non-Residential Property, according to the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel. The Maximum Special Tax B levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax B for all Units of Residential Property and all Square Footage of Non-Residential Property (based on the applicable building permits,

Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

4. Developed Property Special Tax Obligation

Once an Assessor's Parcel has been taxed in any Fiscal Year as Developed Property, the Assessor's Parcel shall continue to be taxed as Developed Property regardless of changes to or expiration of the original building permit, and regardless of revisions to or destruction of the structure that was, or was expected to be, constructed pursuant to the original building permit.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Special Tax A

Each Fiscal Year, beginning with Fiscal Year 2025-26, the CFD Administrator shall determine the Special Tax A Requirement for such Fiscal Year. The Special Tax A shall then be levied as follows:

First: If needed to satisfy the Special Tax A Requirement, Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax A;

Second: If additional monies are needed to satisfy the Special Tax A Requirement after the first step has been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax A for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, then the levy of Special Tax A on each Assessor's Parcel of Developed Property whose Maximum Special Tax A is determined through the application of the Backup Special Tax A shall be increased Proportionately from the Assigned Special Tax A up to the Maximum Special Tax A for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax A for Taxable Property Owner Association Property;

Sixth: If additional monies are needed to satisfy the Special Tax A Requirement after the first five steps have been completed, then Special Tax A shall be levied Proportionately

on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax A for Taxable Public Property.

Notwithstanding the above, under no circumstances shall Special Tax A levied in any Fiscal Year on any Assessor's Parcel of Single Family Property or Other Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within CFD No. 75 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

2. Special Tax B

Each Fiscal Year, beginning with Fiscal Year 2025-26, the CFD Administrator shall determine the Special Tax B Requirement. The Special Tax B shall then be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax B for such Assessor's Parcel, until the Special Tax B Requirement is satisfied. However, the Special Tax B levied in any Fiscal Year shall not increase by more than 4.0% of the amount of the Special Tax B levied in the prior Fiscal Year.

E. EXEMPTIONS

No Special Tax shall be levied on up to 0.93 Acres of Public Property and up to 7.95 Acres of Property Owner Association Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from the Special Tax A under this section shall be subject to the levy of Special Tax A and shall be taxed Proportionately as part of the fifth or sixth step, respectively, in Section D above, up to 100% of the applicable Maximum Special Tax A for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax A shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax A obligation pursuant to the formula set forth in Section H.

No Special Tax shall be levied on Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax, such portion, or all, of the Special Tax shall be levied on such property in accordance with this Rate and Method of Apportionment based on the Land Use Class to which the Assessor's Parcel is assigned.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 75 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is

disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. PREPAYMENT OF SPECIAL TAX A

The following definitions apply to this Section H:

"CFD Public Facilities" means $10,907,000 for each Prepayment Period, or such lower number as determined by the City Council to be sufficient to fund the Facilities and Services to be provided by CFD No. 75.

"Expenditures Fund" means funds or accounts, regardless of their names, that are established to hold moneys that are available to acquire or construct Facilities and to fund Services.

"Future Facilities Costs" means the CFD Public Facilities minus (i) Facilities and Services costs previously paid from the Expenditures Fund during the Prepayment Period in which the prepayment is being made, (ii) moneys currently on deposit in the Expenditures Fund from deposits made during the Prepayment Period in which the prepayment is being made, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. In no event shall the amount of Future Facilities Costs be less than zero.

"Prepayment Period" means one of three periods of time during which a Special Tax prepayment may be made.

"Prepayment Period 1" means July 1, 2025, through June 30, 2059.

"Prepayment Period 2" means July 1, 2059, through June 30, 2092.

"Prepayment Period 3" means July 1, 2092, through June 30, 2126.

Only Special Tax A may be prepaid; Special Tax B shall continue to be levied on an annual basis on all Developed Property in CFD No. 75.

1. Prepayment in Full

The obligation of an Assessor's Parcel to pay the Special Tax A may be prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels for which a building permit for new construction was issued after January 1, 2024, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax A Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Total	Prepayment Amount

As of the proposed date of prepayment, the Special Tax A Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel, and determine the Prepayment Period for the proposed prepayment.

2. Compute the Assigned Special Tax A and Backup Special Tax A for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax A which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a building permit has been issued but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax A and Backup Special Tax A for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.

3. (a) Divide the Assigned Special Tax A computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax A for CFD No. 75 based on the Developed Property Special Tax A which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 75, excluding any Assessor's Parcels which have been prepaid, and

   (b) Divide the Backup Special Tax A computed pursuant to Paragraph 2 by the estimated total Backup Special Tax A at buildout of CFD No. 75, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Compute the Future Facilities Costs for the applicable Prepayment Period.

7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.

9. Determine the Special Tax A levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".

11. Verify the administrative fees and expenses of CFD No. 75, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.

13. The Special Tax A prepayment is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").

14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 75.

The Special Tax A Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such cases, the increment above $5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax A levy as determined under Paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax A levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid during Prepayment Period 3, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that Special Tax A has been prepaid and that the obligation of such Assessor's Parcel to pay Special Tax A shall cease.

With respect to Special Tax A for any Assessor's Parcel that is prepaid during Prepayment Period 1 or Prepayment Period 2, the obligation of such Assessor's Parcel to pay Special Tax A shall be tolled, or suspended, through the end of such Prepayment Period, but shall resume in the first Fiscal Year of the subsequent Prepayment Period. The CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that Special Tax A has been satisfied for the remainder of the applicable Prepayment Period but has not been permanently satisfied and the obligation to pay Special Tax A will resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the prepayment was made. Once the obligation of an Assessor's Parcel to pay Special Tax A resumes, Special Tax A for the then applicable Prepayment Period may be prepaid.

Notwithstanding the foregoing, no Special Tax A prepayment shall be allowed unless the amount of Maximum Special Tax A that may be levied on Taxable Property within CFD No. 75 (after excluding 0.93 Acres of Public Property and 7.95 Acres of Property Owner Association Property) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax A on an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2024, may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1, except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = (PF - AE) \times \% + AE.$$

The terms above have the following meaning:

PP = the partial prepayment
PF = the Prepayment Amount (full prepayment) for Special Tax A calculated according to Section H.1
AE = the Administrative Fees and Expenses determined pursuant to paragraph 11 above
% = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying Special Tax A

The Special Tax A partial prepayment amount must be sufficient to redeem at least a $5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay Special Tax A and the percentage by which Special Tax A shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of Special Tax A for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the remitted prepayment funds according to Section H.1, and (ii) indicate in the records of CFD No. 75 that there has been a partial prepayment of Special Tax A and that a portion of Special Tax A with respect to such Assessor's Parcel, equal to the outstanding percentage (100% - "%", as defined above) of the Maximum Special Tax A, shall continue to be levied on such Assessor's Parcel pursuant to Section D during the Prepayment Period in which the partial prepayment is made.

For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of Special Tax A shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made. Once the obligation of an Assessor's Parcel to pay Special Tax A resumes, Special Tax A for the then applicable Prepayment Period may be prepaid.

I. TERM OF SPECIAL TAX

The Fiscal Year after which no further Special Tax A shall be levied or collected is Fiscal Year 2125-2126, except that Special Tax A that was lawfully levied in or before such Fiscal Year and that remains delinquent may be collected in subsequent years. Special Tax B shall continue to be levied indefinitely on an annual basis on all Developed Property in CFD No. 75.

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX A
(PAGE 1 OF 3)

CITY OF ONTARIO AND CFD NO. 75 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment of Special Tax (the "Rate and Method") for City of Ontario Community Facilities District No. 75 (Springhill) ("CFD No. 75"), the Assigned Special Tax A and the Backup Special Tax A for Developed Property within CFD No. 75 has been modified.

    a. The information in Table 1 below relating to Assigned Special Tax A for Developed Property within CFD No. 75, as stated in Section C.1.a.2 of the Rate and Method of Apportionment, has been modified as follows:

TABLE 1
ASSIGNED SPECIAL TAX A – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax A
1	Single Family Attached Property	< 1,401	$[ ] per Unit
2	Single Family Attached Property	1,401 – 1,600	$[ ] per Unit
3	Single Family Attached Property	1,601 – 1,800	$[ ] per Unit
4	Single Family Attached Property	> 1,800	$[ ] per Unit
5	Single Family Detached Property	< 1,601	$[ ] per Unit
6	Single Family Detached Property	1,601 – 1,800	$[ ] per Unit
7	Single Family Detached Property	1,801 – 2,000	$[ ] per Unit
8	Single Family Detached Property	2,001 – 2,200	$[ ] per Unit
9	Single Family Detached Property	2,201 – 2,400	$[ ] per Unit
10	Single Family Detached Property	> 2,400	$[ ] per Unit
11	Other Residential Property		$[ ] per Acre
12	Non-Residential Property		$[ ] per Acre

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX A
(PAGE 2 OF 3)

b. The Backup Special Tax for Developed Property, as stated in Section C.1.a.3, shall be modified as follows:

The Backup Special Tax A shall be $[ ] per Unit of Single Family Attached Property and $[ ] per Unit of Single Family Detached Property. However, if the Expected Residential Lot Count for Single Family Attached Property does not equal 126 and for Single Family Detached Property does not equal 139, and the City has not issued Bonds, then the Backup Special Tax A for Designated Buildable Lots of Single Family Attached Property and Single Family Detached Property shall be calculated according to the following formulas:

Attached	=	$[ ] ÷ Expected Residential Lot Count for Single Family Attached Property
Detached	=	$[ ] ÷ Expected Residential Lot Count for Single Family Detached Property

2. The Special Tax A for Developed Property may only be modified prior to the first issuance of CFD No. 75 Bonds.

3. Upon execution of this certificate by CFD No. 75, CFD No. 75 shall cause an amended notice of Special Tax lien for CFD No. 75 to be recorded reflecting the modifications set forth herein.

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX A
(PAGE 3 OF 3)

Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method. The modifications set forth in this Certificate have been calculated by the CFD Administrator in accordance with the Rate and Method.

GOODWIN CONSULTING GROUP, INC.
CFD ADMINISTRATOR

By:_____ Date:_____

The undersigned acknowledges receipt of this Certificate and of the modification of the Assigned Special Tax A and Backup Special Tax A for Developed Property as set forth in this Certificate.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 75
(SPRINGHILL)

By:_____ Date:_____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL) TO INCUR BONDED INDEBTEDNESS

WHEREAS, on April 1, 2025, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 75 (Springhill) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services; and

WHEREAS, on April 1, 2025, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Declaring it Necessary for City of Ontario Community Facilities District No. 75 (Springhill) to Incur Bonded Indebtedness" (the "Resolution Declaring Necessity"), declaring it necessary for the Community Facilities District to incur bonded indebtedness and setting the date for a public hearing to be held on the proposed debt authorization; and

WHEREAS, pursuant to the Resolution Declaring Necessity, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, at said public hearing, any person interested, including persons owning property within the area and desiring to appear and present any matters material to the questions set forth in the Resolution Declaring Necessity appeared and presented such matters; and

WHEREAS, oral or written protests against the proposed debt issue were not made or filed at or before said public hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the Special Tax; and

WHEREAS, the City Council deems it necessary for the Community Facilities District to incur bonded indebtedness; and

WHEREAS, on this date, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 75 (Springhill), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established;" and

WHEREAS, the City Clerk of the City (the "City Clerk") is the election official that will conduct the special election on the proposition to authorize the Community Facilities District to incur bonded indebtedness; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the Community Facilities District as of April 16, 2025, which demonstrates that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District consenting to the waiver of, and waiving, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on May 20, 2025, and consenting to the waiver of, and waiving, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on May 20, 2025;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

SECTION 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

SECTION 2. The City Council deems it necessary for the Community Facilities District to incur the bonded indebtedness.

SECTION 3. The bonded indebtedness will be incurred for the purpose of financing the costs of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of said purpose, including, but not limited to, such costs and estimated costs as are described in Section 53345.3 of the Act.

SECTION 4. In accordance with the previous determination of the City Council, the whole of the Community Facilities District will pay for the bonded indebtedness.

SECTION 5. The maximum amount of debt to be incurred is $40,000,000.

SECTION 6. The maximum term the bonds to be issued shall run before maturity is 40 years.

SECTION 7. The maximum annual rate of interest to be paid shall not exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds, payable semiannually or at such times as the City Council or its designee shall determine, the actual rate or rates and times of payment of such interest to be determined by the City Council or its designee at the time or times of sale of the bonds.

SECTION 8. The proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the qualified electors of the Community Facilities District.

SECTION 9. The City Council hereby finds and determines that no persons were registered to vote within the territory of the Community Facilities District as of April 16, 2025, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearing held by the City Council on the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax.

SECTION 10. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have (a) unanimously consented to the waiver of, and have waived, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), (b) unanimously consented to the holding of said election on May 20, 2025, and (c) unanimously consented to the waiver of, and have waived, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on May 20, 2025.

SECTION 11. The date of the special community facilities district election (which shall be consolidated with the special district election to authorize the Community Facilities District to levy the Special Tax) at which time the proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the voters is May 20, 2025.

SECTION 12. As authorized by Section 53353.5 of the Act, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities to levy the Special Tax and to establish an appropriations limit of the Community Facilities District shall be combined into one ballot proposition.

SECTION 13. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot. The voted ballots are required to be received in the office of the City Clerk no later than 7:30 p.m. on May 20, 2025; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

SECTION 14. All actions heretofore taken by the officers, employees and agents of the City with respect to the incurrence of bonded indebtedness by the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 15. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 16. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL)

WHEREAS, on this date, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 75 (Springhill), Proposing that the Community Facilities District be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" (the "Resolution of Formation"), establishing City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District"), proposing that the Community Facilities District be authorized to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services and proposing that an appropriations limit of the Community Facilities District be established at $40,000,000; and

WHEREAS, on this date, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 75 (Springhill) to Incur Bonded Indebtedness" (the "Resolution Deeming Necessity"), deeming it necessary for the Community Facilities District to incur bonded indebtedness in a maximum amount of $40,000,000; and

WHEREAS, pursuant to the provisions of the Act and said resolutions, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish such appropriations limit of the Community Facilities District are to be submitted to the qualified electors of the Community Facilities District at a special election; and

WHEREAS, the City Council desires to designate the City Clerk of the City (the "City Clerk") as the election official for such special election; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the Community Facilities District as of April 16, 2025, which demonstrates that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District consenting to the waiver

of, and waiving, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on May 20, 2025 and consenting to the waiver of, and waiving, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on May 20, 2025;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

SECTION 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

SECTION 2. Pursuant to Sections 53351, 53326 and 53325.7 of the Act, the propositions to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District shall be submitted to the qualified electors of the Community Facilities District at an election called therefor as provided below.

SECTION 3. The City Clerk is hereby designated as the official to conduct said election.

SECTION 4. As authorized by Section 53353.5 of the Act, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish such appropriations limit of the Community Facilities District shall be combined into one ballot proposition.

SECTION 5. The City Council hereby finds and determines that no persons were registered to vote within the territory of the Community Facilities District as of April 16, 2025, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings heretofore held by the City Council on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax.

SECTION 6. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have (a) unanimously consented to the waiver of, and have waived, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or

requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), (b) unanimously consented to the holding of said election on May 20, 2025, and (c) unanimously consented to the waiver of, and have waived, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on May 20, 2025.

SECTION 7. The City Council hereby calls a special election to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness in a maximum amount of $40,000,000, to authorize the Community Facilities to levy the Special Tax and to establish the appropriations limit of the Community Facilities District at $40,000,000, which election shall be held at 303 East B Street, Ontario, California, on May 20, 2025. The City Council has caused to be provided to the City Clerk, as the official to conduct the election, the Resolution of Formation, the Resolution Deeming Necessity, a certified map of sufficient scale and clarity to show the boundaries of the Community Facilities District and a sufficient description to allow the City Clerk to determine the boundaries of the Community Facilities District.

The voted ballots shall be returned to the City Clerk not later than 7:30 p.m. on May 20, 2025; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

SECTION 8. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot pursuant to Section 4000 *et. seq.* of the California Elections Code. Except as otherwise provided in the Act, the provisions of law regulating elections of the City, insofar as they may be applicable, shall govern the election.

SECTION 9. The form of the ballot for the election, which sets forth the measure to be submitted to the voters, is attached hereto as Exhibit A and by this reference incorporated herein, and such form of ballot is hereby approved. The City Clerk shall cause to be delivered to each of the qualified electors of the Community Facilities District a ballot in said form, together with all supplies and written instructions necessary for the use and return of the ballot. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

The identification envelope for return of a ballot shall be enclosed with such ballot, shall have the return postage prepaid, and shall contain: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or the authorized representative of the landowner entitled to vote and is the person whose name appears on the identification envelope, (c) the printed name and signature of the voter, (d) the date of signing and place of execution of the declaration described in clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing board.

Analysis and arguments with respect to the measure submitted to the voters are hereby waived, as provided in Section 53327 of the Act.

SECTION 10. The City Clerk shall accept the ballots of the qualified electors in the office of the City Clerk at 303 East B Street, Ontario, California, to and including 7:30 p.m. on May 20, 2025, whether said ballots be personally delivered or received by mail. The City Clerk shall have available ballots that may be marked at said location on the election day by said qualified electors.

SECTION 11. The City Council hereby determines that the facilities and services financed by the Community Facilities District are necessary to meet increased demands placed upon local agencies as a result of development occurring in the Community Facilities District.

SECTION 12. The specific purpose of the bonded indebtedness that the Community Facilities District is proposed to be authorized to incur is the financing of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of such purpose, and the proceeds of such bonded indebtedness shall be applied only to such specific purpose.

Upon approval of the proposition to authorize the Community Facilities District to incur bonded indebtedness, and the sale of any bonds evidencing such indebtedness, the City Council shall take such action as may be necessary to cause to be established an account for deposit of the proceeds of sale of the bonds. For so long as any proceeds of the bonds remain unexpended, the Executive Director of Finance of the City shall cause to be filed with the City Council, no later than January 1 of each year, a report stating (a) the amount of bond proceeds received and expended during the preceding year, and (b) the status of any project funded or to be funded from bond proceeds. Said report may relate to the calendar year, fiscal year, or other appropriate annual period, as the Executive Director of Finance of the City shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the City Council.

SECTION 13. All actions heretofore taken by the officers, employees and agents of the City with respect to the special election called pursuant hereto, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 14. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 15. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

OFFICIAL BALLOT

CITY OF ONTARIO
May 20, 2025

SPECIAL ELECTION

This ballot is for a special, landowner election. The number of votes to be voted pursuant to this ballot is ____.

INSTRUCTIONS TO VOTERS:

To vote on the measure, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All distinguishing marks or erasures are forbidden and make the ballot void. If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Ontario and obtain another.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 75
(SPRINGHILL)

MEASURE: Shall the measure to authorize City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $40,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $40,000,000, as specified in the resolutions adopted by the City Council of the City of Ontario on May 20, 2025 entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 75 (Springhill), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" and "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 75 (Springhill) to Incur Bonded Indebtedness," be adopted?

Yes: ☐

No: ☐

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN

WHEREAS, on May 20, 2025, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 75 (Springhill)" (the "Resolution Calling Election"), calling a special election to submit to the qualified electors of City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District") the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy a special tax and to establish the appropriations limit of the Community Facilities District; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on May 20, 2025; and

WHEREAS, the City Clerk of the City (the "City Clerk") has certified the canvass of the returns of the election and has filed a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

SECTION 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

SECTION 2. The City Council has received, reviewed and hereby accepts the Canvass.

SECTION 3. The City Council hereby finds and declares that the ballot proposition submitted to the qualified electors of the Community Facilities District pursuant to the Resolution Calling Election has been passed and approved by such electors in accordance with Section 53355, Section 53328 and Section 53325.7 of the Act.

SECTION 4. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of San Bernardino a notice of special tax lien in the form required by the Act, said recording to occur no later than 15 days following adoption by the City Council of this Resolution.

SECTION 5. All actions heretofore taken by the officers, employees and agents of the City with respect to the special election, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 6. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

[See attached]

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 75
(SPRINGHILL)

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on May 20, 2025, I canvassed the returns of the special election for City of Ontario Community Facilities District No. 75 (Springhill) held on May 20, 2025, that the total number of ballots cast in said Community Facilities District and the total number of votes cast for and against the combined ballot proposition submitted to the qualified electors of the Community Facilities District are as follows and that the totals as shown for and against such proposition are true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Ontario Community Facilities District No. 75 (Springhill) Special Election, May 20, 2025	24	___	___	___

MEASURE: Shall the measure to authorize City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $40,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $40,000,000, as specified in the resolutions adopted by the City Council of the City of Ontario on May 20, 2025 entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 75 (Springhill), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" and "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 75 (Springhill) to Incur Bonded Indebtedness," be adopted?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 20th day of May, 2025.

BY: _____
SHEILA MAUTZ, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL)

WHEREAS, on April 1, 2025, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 75 (Springhill) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services (the "Services"); and

WHEREAS, on May 20, 2025, the City Council held a noticed public hearing on the establishment of the Community Facilities District, as required by the Act; and

WHEREAS, subsequent to the close of said hearing, the City Council adopted resolutions entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 75 (Springhill), Proposing that the Community Facilities District be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District be Established" (the "Resolution of Formation"), "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 75 (Springhill) to Incur Bonded Indebtedness" and "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 75 (Springhill)," which resolutions established the Community Facilities District, proposed that the Community Facilities District be authorized to levy the Special Tax within the Community Facilities District, proposed that an appropriations limit of the Community Facilities District be established and called a special election to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District; and

WHEREAS, on May 20, 2025, an election was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act; and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby authorizes and levies the Special Tax within the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rate and in accordance with the method of apportionment set forth in Exhibit B to the Resolution of Formation (the "Rate and Method"). The Special Tax is hereby levied commencing in fiscal year 2025-26 and in each fiscal year thereafter until the last fiscal year in which the Special Tax is authorized to be levied pursuant to the Rate and Method.

SECTION 2. The City Council may, pursuant to subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the Special Tax in the current tax year or in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the Special Tax be levied on any parcel within the Community Facilities District in excess of the maximum tax specified therefor in the Rate and Method.

SECTION 3. The Special Tax shall be levied on all of the parcels in the Community Facilities District, unless exempted by law or by the Rate and Method.

SECTION 4. The proceeds of the Special Tax shall only be used to pay, in whole or in part, the cost of providing the Facilities and Services and incidental expenses pursuant to the Act.

SECTION 5. The Special Tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

SECTION 6. If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the Community Facilities District by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the Community Facilities District shall not be affected.

SECTION 7. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC

WHEREAS, certain real property within the boundaries of the City of Ontario (the "City") located generally south of State Route 60 is commonly referred to as Ontario Ranch; and

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony (the name by which Ontario Ranch was formerly known), which has been supplemented by certain water, recycled water and sewer master plans (as so supplemented, the "General Plan Amendment") and has certified an Environmental Impact Report and adopted a Mitigated Negative Declaration in connection with the General Plan Amendment (together, the "Environmental Impact Report"); and

WHEREAS, the City has specified in the General Plan Amendment and the Environmental Impact Report the major backbone transportation, water, sewer, storm drainage, parks, public safety infrastructure and fiber optic systems required to serve Ontario Ranch; and

WHEREAS, Lennar Homes of California, LLC ("Lennar Homes"), is developing certain of the property within Ontario Ranch (the "Property"); and

WHEREAS, certain of such major backbone infrastructure is required to serve the Property; and

WHEREAS, in order to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve Ontario Ranch (the "Facilities") so that such development may occur, the City has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District"), the boundaries of which include the Property; and

WHEREAS, pursuant to the Act, the proceedings of the City Council of the City and an election held within the Community Facilities District, the Community Facilities District is authorized to levy a special tax (the "Special Tax") within the Community Facilities District and issue special tax bonds (the "Bonds") secured by the Special Tax in order to finance certain of the Facilities; and

WHEREAS, it is anticipated that the Special Tax will be levied by the Community Facilities District and that, from time to time, Bonds will be issued by the Community Facilities District; and

WHEREAS, Lennar Homes proposes to construct, or cause to be constructed, certain of the Facilities proposed to be financed by the Community Facilities District pursuant to the Act, and the City proposes to purchase such Facilities from Lennar Homes pursuant to an Acquisition and Funding Agreement by and between the City and Lennar Homes (such Acquisition and Funding Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Acquisition Agreement"); and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

SECTION 1. The Acquisition Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City and the Executive Director of Finance of the City, and such other officer or employee of the City as the City Manager may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the City, to execute and deliver the Acquisition Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Acquisition Agreement by such Authorized Officer.

SECTION 2. All actions heretofore taken by the officers, employees and agents of the City with respect to the Acquisition Agreement, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 3. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2025.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

City Clerk
City of Ontario
303 East B Street
Ontario, California 91764

NOTICE OF SPECIAL TAX LIEN

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 75
(SPRINGHILL)

Pursuant to the requirements of Section 3114.5 of the California Streets and Highways Code and Section 53328.3 of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the undersigned City Clerk of the City of Ontario, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Ontario, County of San Bernardino, State of California. The special tax secured by this lien is authorized to be levied for the purpose of (a) paying the principal of and interest on bonds, the proceeds of which are being used to finance the facilities described in Exhibit A attached hereto and hereby made a part hereof, (b) providing such facilities, and (c) providing the services described in Exhibit A.

The special tax is authorized to be levied within City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District") that has now been officially formed and the lien of the special tax is a continuing lien that shall secure each annual levy of the special tax and that shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Act.

The rate, method of apportionment and manner of collection of the authorized special tax is as set forth in Exhibit B attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax for facilities may be prepaid and permanently satisfied and the lien of the special tax canceled are as set forth in Exhibit B. No provision has been made for the prepayment of the special tax for services.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of San Bernardino, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District in accordance with Section 3115.5 of the California Streets and Highways Code.

The name(s) of the owner(s) and the assessor's tax parcel number(s) of the real property included within the Community Facilities District and not exempt from the special tax are as set forth in Exhibit C attached hereto and hereby made a part hereof.

Reference is made to the boundary map of the Community Facilities District recorded at Book 92 of Maps of Assessment and Community Facilities Districts at Page 36, in the office of the County Recorder for the County of San Bernardino, State of California (Document No. 2025-0072054), which map is now the final boundary map of the Community Facilities District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City of Ontario, Financial Services Agency, 303 East B Street, Ontario, California 91764, (909) 395-2015 or email CFD@ontarioca.gov.

Dated: May ___, 2025

By: _____
Sheila Mautz, City Clerk

EXHIBIT A

FACILITIES AND SERVICES TO BE FINANCED

Facilities

The types of public facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication, wireless communication and public safety camera facilities and equipment, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

The types of City services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services, maintenance and operation of fiber optic telecommunication, wireless communication and public safety camera systems and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

EXHIBIT C

PROPERTY OWNER AND ASSESSOR'S PARCEL NUMBERS

Name of Property Owner	San Bernardino County Assessor's Parcel Nos.
Lennar Homes of California, LLC	0218-684-08 through and including 0218-684-17 0218-684-53 through and including 0218-684-55 0218-685-09 through and including 0218-685-11 0218-685-17 through and including 0218-685-27 0218-685-57 0218-704-33 (portion) 0218-704-41
AG EHC II (LEN) CA 3, L.P.	0218-684-01 through and including 0218-684-07 0218-684-18 through and including 0218-684-52 0218-684-56 through and including 0218-684-59 0218-685-01 through and including 0218-685-08 0218-685-12 through and including 0218-685-16 0218-685-28 through and including 0218-685-56 0218-685-58 0218-704-01 through and including 0218-704-32 0218-704-33 (portion) 0218-704-34 through and including 0218-704-40 0218-705-01 through and including 0218-705-10

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 75
(SPRINGHILL)

CONCURRENCE OF ELECTION OFFICIAL

I, Sheila Mautz, City Clerk of the City of Ontario (the "City"), hereby certify as follows:

(a) that I am the election official responsible for conducting special elections in the City; and

(b) that, pursuant to Section 53326(a) of the Mello-Roos Community Facilities Act of 1982 (the "Act"), I do hereby concur in (i) the holding on the date hereof of the special election to submit to the qualified electors of City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District") the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy a special tax and to establish an appropriations limit of the Community Facilities District, as provided in the resolution entitled "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 75 (Springhill)," proposed to be adopted by the City Council of the City on the date hereof, and (ii) the waiving by the unanimous consent of the qualified electors of the Community Facilities District of any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the election, including any time limit or requirement applicable to any election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act).

Dated: May 20, 2025

_____
Sheila Mautz, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING A DECLARATION OF OFFICIAL INTENT TO REIMBURSE FACILITIES EXPENDITURES WITH BOND PROCEEDS AND RELATED ACTIONS

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") has formed City of Ontario Community Facilities District No. 75 (Springhill) (the "Community Facilities District") under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the Community Facilities District is authorized under the Act to levy a special tax (the "Special Tax") to pay for the costs of certain public facilities (the "Facilities") and to issue bonds payable from the Special Tax; and

WHEREAS, in order to provide funds to finance certain of the Facilities, the Community Facilities District proposes to issue its City of Ontario Community Facilities District No. 75 (Springhill) Special Tax Bonds (the "Bonds"); and

WHEREAS, beginning the 60-day period prior to the date hereof, the City has paid or incurred, or expects to pay or incur, costs with respect to the Facilities prior to the issuance of the Bonds in order to finance the Facilities; and

WHEREAS, the City also may pay or incur certain 'preliminary expenditures' in connection with the Facilities, which term includes architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction; and

WHEREAS, in order to reimburse itself for the payment, or pay unpaid costs, of the Facilities, the City anticipates it will issue Bonds in an amount not expected to exceed $40,000,000 for the purpose of financing costs of the Facilities; and

WHEREAS, proceeds of the Bonds will be allocated to reimbursement expenditures no later than 18 months after the later of (i) the date the cost is paid, or (ii) the date the Facilities (or each component thereof) is placed in service or abandoned (but in no event more than three years after the cost is paid); and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the City to declare its reasonable official intent to reimburse prior expenditures for the Facilities with proceeds of indebtedness; and

WHEREAS, the City wishes to declare its official intent to use proceeds of indebtedness (such as the Bonds) to reimburse expenditures of the Facilities paid

before its obligations are issued and to finance the Facilities costs on a long-term basis with the proceeds of such indebtedness.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

SECTION 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

SECTION 2. This Resolution is adopted by the City Council solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. Unless otherwise defined, terms used herein shall have the meaning set forth in the Internal Revenue Code of 1986 and in Section 1.150-2 of the Treasury Regulations. This Resolution does not bind the City to make any expenditure, incur any indebtedness, or proceed with construction of the Facilities.

SECTION 3. All actions heretofore taken by the officers, employees and agents of the City with respect to the actions set forth above are hereby approved, confirmed and ratified.

SECTION 4. The officers, employees and agents of the City are, and each of them is, hereby authorized and directed, for and in the name of the Community Facilities District to take all actions and do any and all things that they, or any of them, may deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution not inconsistent with the provisions hereof.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **PUBLIC HEARINGS**
Department: Development Administration Prepared By: Pablo De Lara Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 22

SUBJECT: **A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA23-006) BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS, LLC, JAB MILL CREEK, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC.**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance Approving a Development Agreement (File No. PDA23-006) between the City of Ontario, Legacy Land Partners, LLC, JAB Mill Creek, LLC, and Richland Ontario Developers, LLC.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The proposed Development Agreement (File No. PDA23-006) will not have a direct impact on the City's General Fund. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the Rich Haven Specific Plan (Specific Plan) development, thereby mitigating the increased costs associated with such services. In addition, the City will receive development impact, compliance processing, licensing, and permitting fees. No General Fund revenue will be used to support the Ontario Ranch development.

BACKGROUND & ANALYSIS: The Ontario Ranch Financial commitments required for construction of properties within a specific plan are substantial. Therefore, to adequately forecast these costs and gain assurance that the Project may proceed under the existing policies, rules, and regulations, Legacy Land Partners, LLC, JAB Mill Creek, LLC, and Richland Ontario Developers, LLC (collectively the "Applicant" or "Owner"), has requested that the City enter into negotiations to create a Development Agreement (Agreement).

The Agreement proposes to include 32.67 gross acres of land within Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space - Non-Recreation) of the Rich Haven Specific Plan, the Agreement grants the Applicant a vested right to develop Tentative Parcel Map 20685 (File No. PMTT23-004), provided the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The Tentative Parcel Map proposes to subdivide 32.67 gross acres of land into 8 lots and the associated Development Plan is for the construction of one industrial building totaling 460,000 square feet located at the northwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space - Non-Recreation) of the Rich Haven Specific Plan, as shown on the attached Exhibit B.

The term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber); and the creation of a Community Facilities District (CFD) for the maintenance of public facilities. Additionally, the Owner shall pay in lieu-fees to the City for the future construction and completion of Ontario Ranch Regional Water and Storm Drain improvements.

In considering the Agreement at their meeting on April 22, 2025, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission adopted Resolution No. PC25-016 with a 6 to 0 vote, recommending City Council approval of the Agreement.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of Project approval and are incorporated herein by this reference.

Exhibit A: RICH-HAVEN SPECIFIC PLAN LAND USE MAP

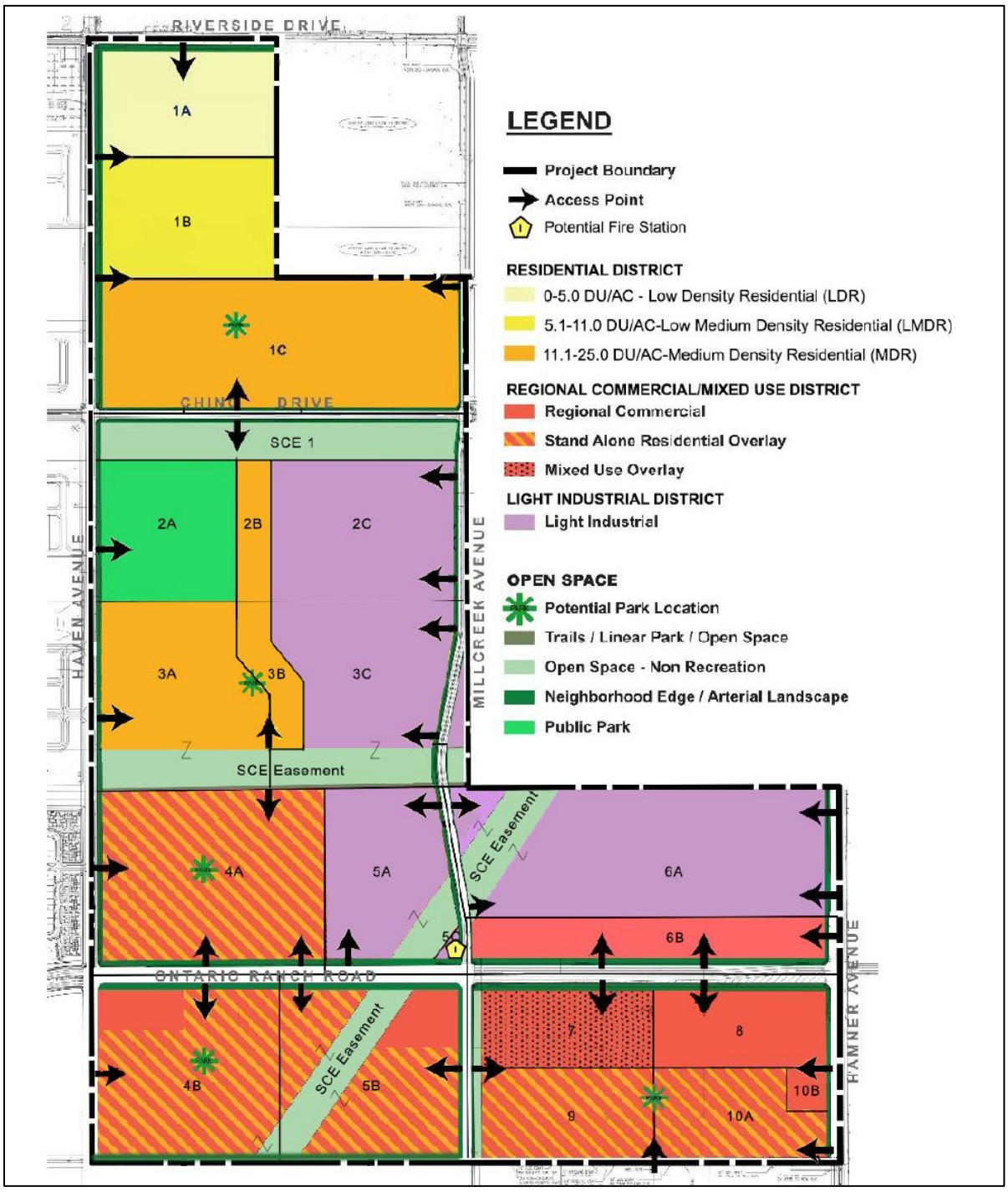
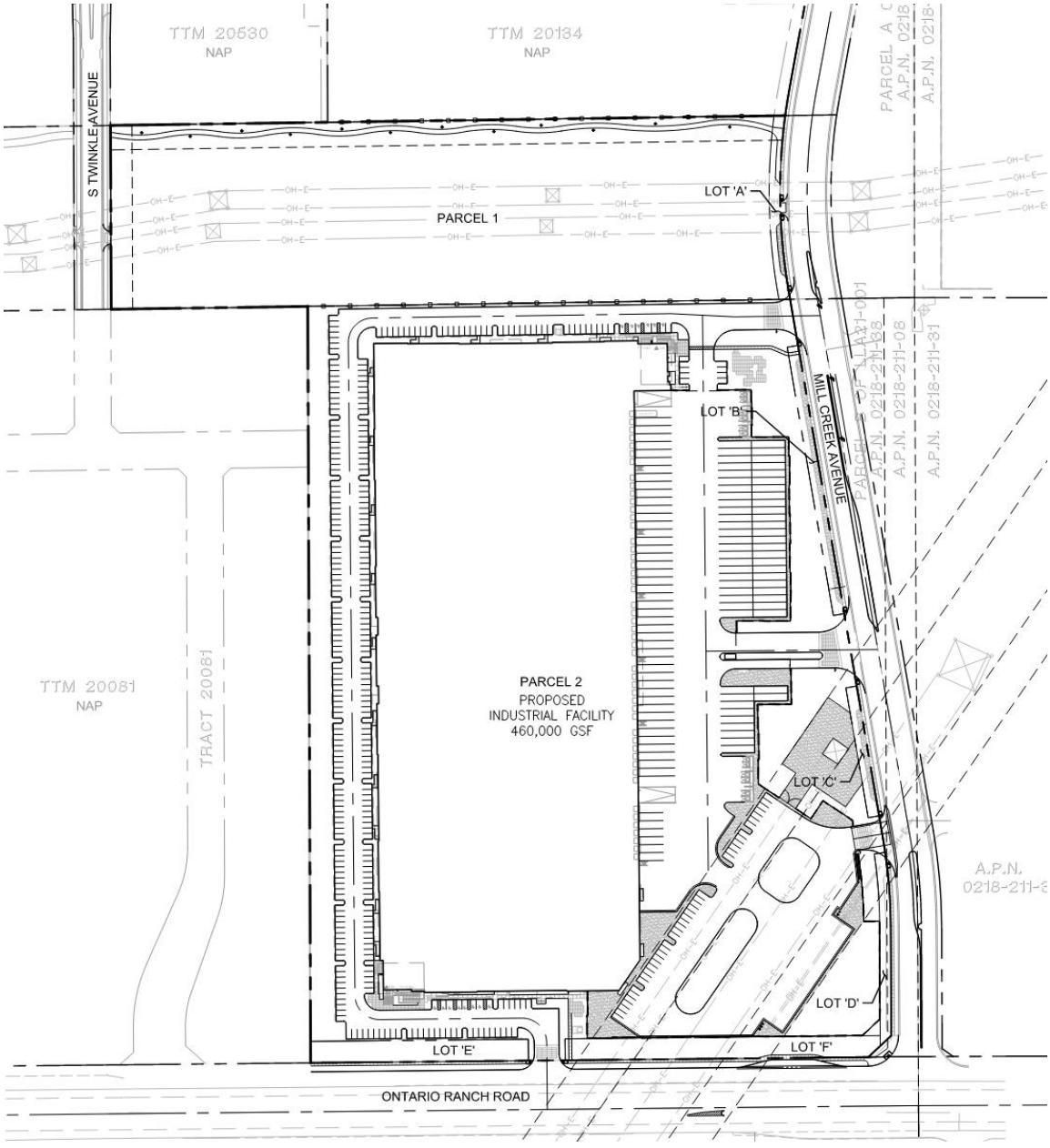


Exhibit B: TENATIVE PARCEL MAP



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA23-006, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND LEGACY LAND PARTNERS, LLC, JAB MILL CREEK, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP 20685 (FILE NO. PMTT23-004), LOCATED AT THE NORTHWEST CORNER OF ONTARIO RANCH ROAD AND MILL CREEK AVENUE WITHIN PLANNING AREAS 3C, 5A AND 5C (LIGHT INDUSTRIAL DISTRICT AND OPEN SPACE – NON RECREATION) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 218-016-22 AND 218-211-42

WHEREAS, RICHLAND ONTARIO DEVELOPERS, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA23-006, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the property to the north of the Project site is within Planning Area 3C (Light Industrial) of the Rich Haven Specific Plan and is vacant. The properties to the east are within the Specific Plan Agricultural Overlay zoning district and Planning Areas 6A and 6B (Light Industrial and Regional Commercial) of the Rich Haven Specific Plan, and are developed with SCE Mira Loma Substation, an industrial building and vacant land. The property to the south is within Planning Area 5B (Regional Commercial and Stand-alone residential overlay) of the Rich Haven Specific Plan and is vacant. The property to the west is within Planning Area 4A (Stand-alone residential overlay) of the Rich Haven Specific Plan, and is developed with a residential community; and

WHEREAS, the Application applies to 32.67 gross acres of land, located at the northwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space – Non-Recreation) of the Rich Haven Specific Plan; and

WHEREAS, the Applicant submitted Tentative Parcel Map No. 20685 (File No. PMTT23-004), to subdivide 32.67 gross acres of land into 2 numbered lots and 6 lettered lots in conjunction with a Development Plan to construct one industrial building totaling 460,000 square feet on the Project site; and

WHEREAS, the term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees (“DIF”) for construction of public improvements (i.e. streets, sewer, water, storm drain and fiber); and the creation of a Community Facilities District (“CFD”) for the maintenance of public facilities; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA22-001, the Rich Haven Specific Plan Amendment for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023, and this Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and make recommendations to the City Council on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (hereinafter referred to as "ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on April 22, 2025, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC25-016 recommending the City Council approve the Application; and

WHEREAS, on May 20, 2025, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the City Council of the City of Ontario, as follows:

SECTION 1: ***Environmental Determination and Findings.*** As the recommending body for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA22-001, the Rich Haven Specific Plan Amendment for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the City Council; and

(5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2: ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

    (a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan 2050, as the Project site is not one of the properties in the Housing Element Sites Inventory contained in Tables B-1 and B-2 of the Housing Element Technical Report.

SECTION 4: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the CITY COUNCIL, therefore, finds and determines that the Project will be consistent with the policies and criteria set forth within the ONT ALUCP; and

SECTION 5: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

(1) ***The provisions of the development agreement are consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050, and any applicable specific plans.***

(a) The Development Agreement applies to approximately 32.67 gross acres of land located at the northwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space – Non-Recreation) of the Rich Haven Specific Plan; and

(b) The Development Agreement establishes parameters for the development of land within the Rich-Haven Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Rich Haven Specific Plan; and

(c) The Development Agreement grants the Applicant a vested right to develop Tentative Parcel Map 20685 (File No. PMTT23-004) as long as the Applicant complies with the terms and conditions of the Rich Haven Specific Plan and EIR; and

(d) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(e) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(f) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

SECTION 6: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA23-006 attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: **City Manager Administrative Authority.** The City Council acknowledges that refinements and further development of the Ontario Ranch development area may demonstrate that changes are appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have the authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

SECTION 8: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 9: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 10: ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 11: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 12: ***Publication and Posting.*** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen

(15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FILE NO. PDA23-006
DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation,

and

Legacy Land Partners LLC, a Florida limited liability company,

and

JAB Mill Creek LLC, a Florida limited liability company

and

Richland Ontario Developers, LLC

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA23-006

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation,

and

Legacy Land Partners LLC, a Florida limited liability company,

and

JAB Mill Creek LLC, a Florida limited liability company

and

Richland Ontario Developers, LLC

_____, 2025

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA23-006

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2025 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Legacy Land Partners LLC, a Florida limited liability company, JAB Mill Creek LLC, a Florida limited liability company, and Richland Ontario Developers, LLC (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code and Section 4.01.015 of the Ontario Development Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in the Rich Haven Specific Plan Environmental Impact Report (State Clearinghouse No. 2006051081) (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Rich Haven Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch.

WHEREAS, Owner's Property is within the boundaries defined in Exhibit A of the Construction Agreement between the CITY and NMC Builders and the Property covered by this Agreement is what is known as a "Phase 2 Water Property" as such, shall be required to provide funding for CITY's future construction of the "Phase 2 Water Improvements" which will result in the availability of additional Net MDD Water Availability required for the development as shown on Exhibit "I-1"..

WHEREAS, the property developer/owner is made aware of the South Archibald Trichloroethylene (TCE) Plume "Disclosure Letter" (Exhibit "J"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 “Construction Agreement” means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all future amendments thereto and including the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August, 2012 and the Amendment to the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 19th day of September 2017.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring

compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued on or prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of the first reading of the Ordinance adopting and approving this Agreement. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on such date.

1.1.12 "General Plan" means the Ontario Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Parcel Map conditions for Parcel Map 20685 as further described in Exhibit "E" and depicted in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 "Net MDD" means net maximum daily water demand.

1.1.17 "NMC Builders" means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.18 "OWNER" means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.19 **"**Phase 2 Water EDUs**"** means the number of equivalent dwelling units or non-residential square footage assigned to OWNER upon payment to City of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit G.

1.1.20 "Phase 2 Water Improvements" means the future water infrastructure Improvements required for the issuance by CITY of the "Water Availability Equivalents" (WAE) for the Project.

1.1.21 "Phase 2 Water Participation Fee" means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property's respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.22 "Project" means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.23 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.24 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.25 "Amendment to the Construction Agreement" means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY's future construction of the "Phase 2 Water Improvements" described in a modification to Exhibit C-3 of the Construction Agreement.

1.1.26 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "Rich Haven Specific Plan."

1.1.27 "Subsequent Development Approvals" means all discretionary Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.28 "Subsequent Land Use Regulations" means any discretionary Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.29 "Water Availability Equivalent (WAE)" means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the approval of a Tract or Subdivision Map shall be based upon water demand factors and assumptions listed in the Construction Agreement and shown in Exhibit "I-2".

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Description of Required Infrastructure Improvements

Exhibit "F" — Infrastructure Improvements Exhibit

Exhibit "G" – Form of Certificate of Net MDD to be issued by CITY

Exhibit "H" – Form of Certificate of DIF Credit to be issued by CITY

Exhibit "I-1" – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” – Water Demand Equivalents by Land Use

Exhibit “J” - Form of Disclosure letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.1 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) OWNER is not then in uncured default of this Agreement.

2.3 Assignment.

2.3.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement with respect to the portion of the Property sold and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume (Exhibit “J”). OWNER may wish to provide the attached Disclosure Letter (Exhibit I) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY’s City Manager, in writing, of such

sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.3.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed an agreement as required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER (if any) to secure performance of its obligations hereunder which are to be performed upon portion of the Property sold, transferred or assigned .

2.3.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property but shall have no obligations with respect to the portions of the Property, if any, not transferred (the “Retained Property”).

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.3.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.3.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any parcel which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user of the parcel. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the parcel, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.4 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean

any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.5 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees

paid pursuant to Section 4.2 of this Agreement by OWNER to CITY on which construction has not yet begun shall be refunded to OWNER by CITY within ten (10) business days.

2.6 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to OWNER:
Craig Cristina
Richland
3161 Michelson, Suite 425
Irvine, CA 92612
ccristina@richlandcommunities.com

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

With a copy to:
Richland Legal Dept.
c/o John Troutman
3161 Michelson, Suite 425
Irvine, CA 92612
jtroutman@richlandinvestments.com

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority in Section 3.4, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority in Section 3.4, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.3.1 Infrastructure Improvement Exhibit. Attached hereto as Exhibit "F" are a description of the Infrastructure Improvements needed for the development of the Property ("the Infrastructure Improvement Exhibits").

3.4 Reservations of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the

Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan and the building codes in effect as of the Effective Date;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the occupants of the Project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan and which do not impose additional obligations, costs, and expenses on Owner or the Project;

(f) Regulations that may conflict but to which the OWNER consents.

3.4.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan and/or the Existing Development Approvals, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan and/or the Existing Development Approvals.

3.4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.4.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

(INSERT SPECIFIC INFRASTRUCUTRE IMPROVEMENTS)

3.5 Public Works; Utilities. If OWNER is required by this Agreement or a condition of project approval to construct any public works facilities which will be dedicated to CITY or

any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall to the extent possible contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.5.1 OWNER agrees that development of the Project shall require the construction of storm drain Improvements from the Property to the connection with the Cucamonga Creek Channel as described in Exhibit E and depicted in Exhibit F. OWNER shall be responsible for the construction of the necessary extension of storm drain facilities, as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request, and CITY shall not issue a final occupancy permit for any buildings prior to completion of the storm drain Improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the storm drain improvements.

3.5.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property prior to Substantial Completion of the street Improvements as described in Exhibit E and depicted in Exhibit F. For purposes of the foregoing, street improvements shall be deemed Substantially Complete even if the final lift of pavement has not been completed (i.e., Owner may install the final lift after completion of all other construction). CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion and subject to final acceptance by CITY of the street improvements. OWNER agrees that the street improvements shall be completed and subject to final acceptance by CITY prior to the release of any security for the construction of the street improvements.

3.5.3 OWNER agrees that development of the Property shall require the extension of permanent water utility Improvements as described in Exhibit E and depicted in Exhibit F consisting generally of the construction of the extension of permanent water utility Improvements from two (2) points of connection to serve the Property. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY upon completion of sufficient water and recycled water improvements to serve the Property from at least one point of connection and sufficient fire protection and

OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property until the completion of permanent water and recycled water Improvements described in Exhibit E and depicted in Exhibit F. City agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the water and recycled water improvements if there is available water service from a minimum of two (2) points of connection and sufficient water is available for water quality purposes and fire protection purposes for any buildings while under construction.

3.6 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.6 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.6.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.6.1 and 3.6.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.6.1 The CITY and OWNER acknowledge that the timelines set forth in this Section 3.6.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonably good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.6.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day

period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.8 Tentative Parcel Maps; Extension. With respect to applications by OWNER for tentative parcel maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement. The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable building (subject to the application/use of available fee deferrals or credits), except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the area wide infrastructure construction within the Ontario Ranch area shall be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all parcel map conditions. Unless otherwise specified in the Parcel Map conditions, and subject to the provisions of Section 3.5 and 3.6, all other required Improvements for each Parcel Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a final occupancy permit for any buildings to be constructed on the Property. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Parcel Map conditions for Parcel Map No.20685.

4.3.2 Availability and Use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property

4.3.3. Construction of DIF Program Infrastructure. To the extent OWNER is required to construct and complete construction of public improvements that are included in CITY's Development Impact Fee Program CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitations on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER.

CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Net MDD/Water Availability Equivalents.

4.4.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.4.2 Assigned Net MDD/Water Availability Equivalents. OWNER acknowledges that the City has agreed with NMC Builders to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders and/or OWNER. OWNER acknowledges that the provisions of the Construction Agreement Amendment require that the City shall not issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders, except to the bearer of a Certificate of Net MDD Water Availability.

4.4.3 Requirement for NMC Builders LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.5.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.4.4 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the recording of any final Parcel Map for the Project, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount

of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.5.2, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.4.5 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.5 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.6 Compliance with Public Benefits Requirements.

4.6.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.6, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability. Nothing herein shall waive Owner's right to assert a default (or failure to perform) by the City has excused Owner's performance under this Agreement.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). OWNER agrees that, prior to the recordation of any Parcel Map, the property subject to such Parcel Map shall be included in a CFD to finance City services through annual special taxes that will initially be $.25 per square foot for non-residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless otherwise modified by CITY. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities

to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.1 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(a) Recommendation of the Planning staff;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this

Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate this Agreement or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the

interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [OMITTED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, to the extent relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, to the extent based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property during OWNER'S period of ownership of the Property, including, but not limited to, soil and groundwater conditions caused by OWNER, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

10.1 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a

condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement

(e) In the event of a default by Owner, any Mortgagee shall have the right to remedy, or cause to be remedied, such default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 10.1(b) above, or (ii) the expiration of the period provided herein for Owner to remedy or cure such default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Owner; provided, however, that (i) if such default is not capable of being cured within the timeframes set forth in this Section and Mortgagee commences to cure the default within such timeframes, then Mortgagee shall have such additional time as is required to cure the default so long as Mortgagee diligently prosecutes the cure to completion and (ii) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions,

and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates requested by Owner under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or

non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT PDA23-006

"OWNER"

LEGACY LAND PARTNERS LLC, a Florida limited liability company

By: _____
Name:
Its: _____

Date: _____

JAB MILL CREEK LLC, a Florida limited liability company

By: _____
Name:
Its: _____

Date: _____

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:

BEST BEST KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20_____, before
me,_____,
Date *Insert Name and Title of the Officer*

personally appeared

_____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

REAL PROPERTY IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

ALL OF LOT "G", AND LOT "L SOUTH" OF TRACT MAP NO. 20134, IN THE CITY OF ONTARIO, FILED IN BOOK 357 OF TRACT MAPS AT PAGES 23 THROUGH 33, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH PARCEL 1 OF CERTIFICATE OF COMPLIANCE NO. CC 22-003 RECORDED 06/16/2023 AS DOC# 2023-0149702 OF OFFICIAL RECORDS OF SAID COUNTY AND STATE.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

02/05/2025

GERALD R. ANDERSON, LS 4400 DATE

EXPIRES 09/30/25

LICENSED LAND SURVEYOR
GERALD R. ANDERSON
L.S. 4400
STATE OF CALIFORNIA

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 I xengineeringinc.com

JN X100-019_XLD-067

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

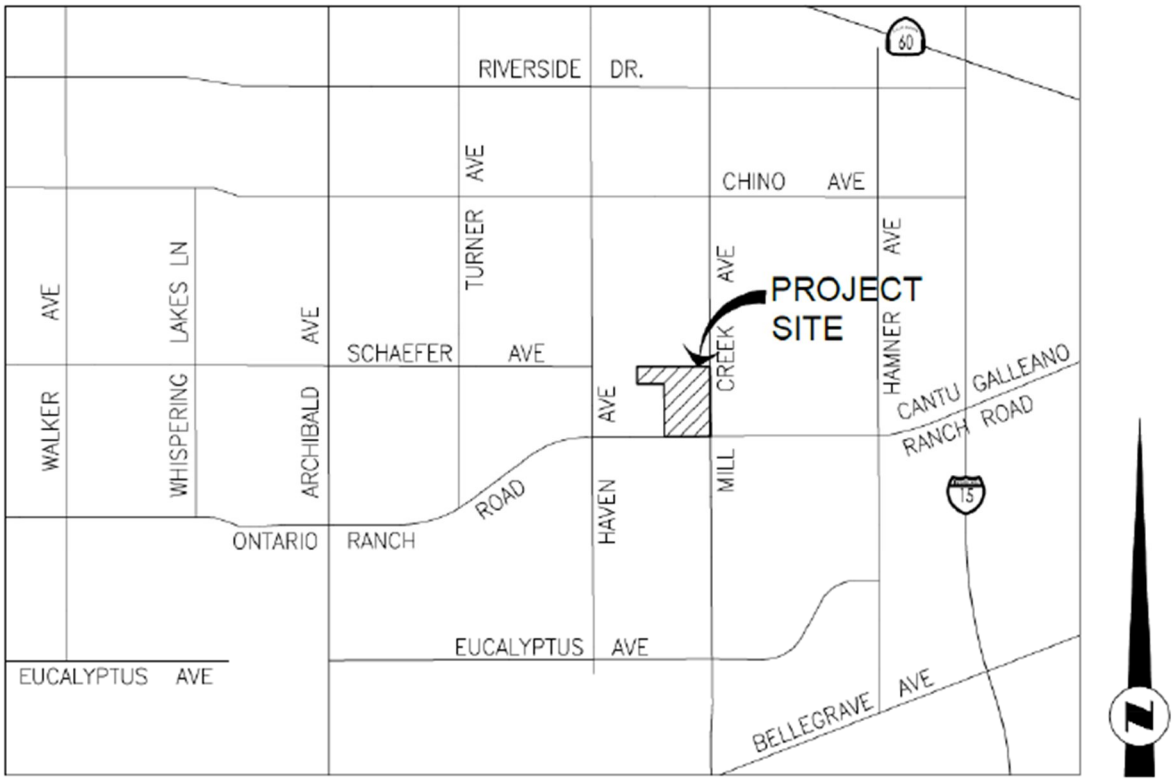


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On October 23, 2007 the Planning Commission:

a) Issued Resolution No. PC07-125 recommending City Council certification of the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Issued Resolution No. PC07-127 recommending to City Council approval of the Rich-Haven Specific Plan (File No. PSP05-004).

On December 4, 2007, the City Council:

a) Issued Resolution No. 2007-145 certifying the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Adopted Ordinance No. 2884 approving the Rich-Haven Specific Plan.

On February 23, 2016, the Planning Commission:

a) Issued Resolution No. PC16-003 recommending City Council adoption of an Addendum to the Rich-Haven EIR.
b) Issued Resolution PC16-004 recommending approval of the Rich-Haven Specific Plan Amendment (File No. PSPA16-001).

On March 15, 2016, the City Council:

a) Issued Resolution No. 2016-024 for the adoption of an Addendum (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR.
b) Issued Resolution No. 2016-025 approving an Amendment (File No. PSPA16-001) to the Rich-Haven Specific Plan.

On January 23, 2018, the Planning Commission:

a) Issued Resolution No. PC18-014 recommending City Council adoption of an Addendum to the Rich-haven EIR.
b) Issued Resolution No. PC18-015 recommending to City Council adoption of the Rich-Haven Specific Plan Amendment (File No. PSPA16-005).

On February 20, 2018, the City Council:

a) Issued Resolution No. 2018-017 for the adoption of an Addendum (File No. PSPA16-005) to the Rich-Haven Specific Plan EIR.
b) Issued Resolution No. 2018-018 approving an Amendment (File No. PSPA16-005) to the Rich-Haven Specific Plan.

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. The Rich-Haven Specific Plan (File No. PSP05-004) Environmental Impact Report, Resolution No. 2007-145.

2. The Rich-Haven Specific Plan (File No. PSP05-004), Ordinance No. 2884.

3. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-001) Environmental Impact Report, Resolution No. 2016-024.

4. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-001), Resolution No. 2016-025.

5. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-005) Environmental Impact Report, Resolution No. 2018-017.

6. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-005), Resolution No. 2018-018.

7. City of Ontario Municipal Code
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of Required Infrastructure Improvements

OWNER shall design, construct, and complete the following Street, Storm Drain (SD), Potable Water (PW), Recycled Water (RW), and Fiber Optic (FO) improvements, prior to OWNER's request for any final certificate of occupancy permit for any building within the Property.

Street (ST) Improvements

a. ST improvements on Mill Creek Avenue, between the northerly project limits to Ontario Ranch Road.
b. ST improvements on Ontario Ranch Road, between the Sunrise Avenue and Mill Creek Avenue.
c. Modify Traffic Signal at Mill Creek Avenue and Ontario Ranch Road.

Potable Water (PW) Improvements

a. PW on Mill Creek Avenue, between Chino Avenue and Ontario Ranch Road.

Recycled Water (RW) Improvements

a. RW on Mill Creek Avenue, between Chino Avenue and Ontario Ranch Road.
b. RW on Chino Avenue, between Haven Avenue and Mill Creek Avenue.

Fiber Optic (FO) Improvements

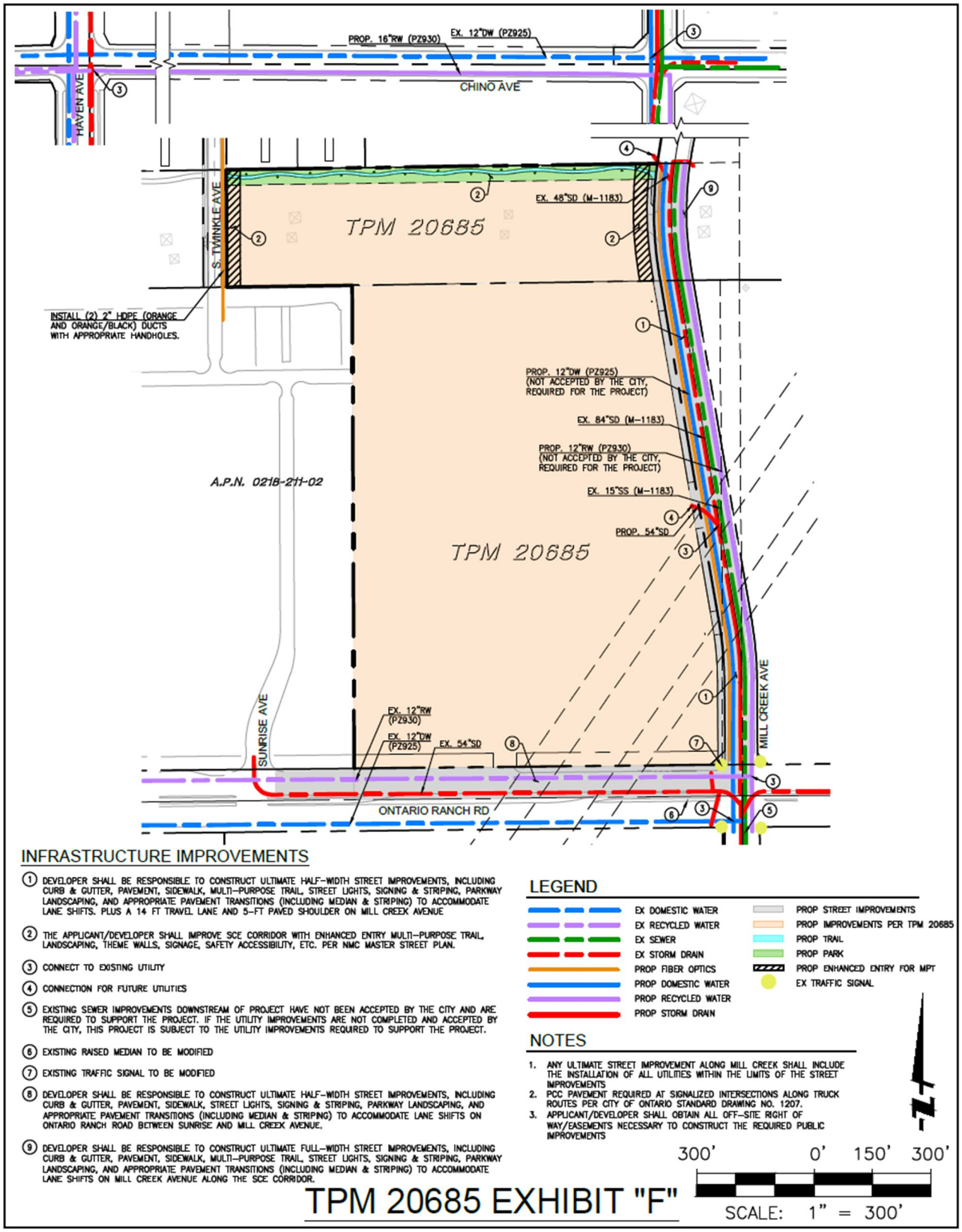
a. FO on Mill Creek Avenue, between the northerly project limits and Ontario Ranch Road.
a. FO on South Twinkle Avenue along the SCE corridor connecting existing FO.

Trail Improvements

a. SCE corridor improvements, between Twinkle Avenue and Mill Creek Avenue.

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements



INFRASTRUCTURE IMPROVEMENTS

1. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE HALF-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, MULTI-PURPOSE TRAIL, STREET LIGHTS, SIGNING & STRIPING, PARKWAY LANDSCAPING, AND APPROPRIATE PAVEMENT TRANSITIONS (INCLUDING MEDIAN & STRIPING) TO ACCOMMODATE LANE SHIFTS. PLUS A 14 FT TRAVEL LANE AND 5-FT PAVED SHOULDER ON MILL CREEK AVENUE
2. THE APPLICANT/DEVELOPER SHALL IMPROVE SCE CORRIDOR WITH ENHANCED ENTRY MULTI-PURPOSE TRAIL, LANDSCAPING, THEME WALLS, SIGNAGE, SAFETY ACCESSIBILITY, ETC. PER NMC MASTER STREET PLAN.
3. CONNECT TO EXISTING UTILITY
4. CONNECTION FOR FUTURE UTILITIES
5. EXISTING SEWER IMPROVEMENTS DOWNSTREAM OF PROJECT HAVE NOT BEEN ACCEPTED BY THE CITY AND ARE REQUIRED TO SUPPORT THE PROJECT. IF THE UTILITY IMPROVEMENTS ARE NOT COMPLETED AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE UTILITY IMPROVEMENTS REQUIRED TO SUPPORT THE PROJECT.
6. EXISTING RAISED MEDIAN TO BE MODIFIED
7. EXISTING TRAFFIC SIGNAL TO BE MODIFIED
8. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE HALF-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, STREET LIGHTS, SIGNING & STRIPING, PARKWAY LANDSCAPING, AND APPROPRIATE PAVEMENT TRANSITIONS (INCLUDING MEDIAN & STRIPING) TO ACCOMMODATE LANE SHIFTS ON ONTARIO RANCH ROAD BETWEEN SUNRISE AND MILL CREEK AVENUE.
9. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE FULL-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, MULTI-PURPOSE TRAIL, STREET LIGHTS, SIGNING & STRIPING, PARKWAY LANDSCAPING, AND APPROPRIATE PAVEMENT TRANSITIONS (INCLUDING MEDIAN & STRIPING) TO ACCOMMODATE LANE SHIFTS ON MILL CREEK AVENUE ALONG THE SCE CORRIDOR.

LEGEND

- EX DOMESTIC WATER
- EX RECYCLED WATER
- EX SEWER
- EX STORM DRAIN
- PROP FIBER OPTICS
- PROP DOMESTIC WATER
- PROP RECYCLED WATER
- PROP STORM DRAIN
- PROP STREET IMPROVEMENTS
- PROP IMPROVEMENTS PER TPM 20685
- PROP TRAIL
- PROP PARK
- PROP ENHANCED ENTRY FOR MPT
- EX TRAFFIC SIGNAL

NOTES

1. ANY ULTIMATE STREET IMPROVEMENT ALONG MILL CREEK SHALL INCLUDE THE INSTALLATION OF ALL UTILITIES WITHIN THE LIMITS OF THE STREET IMPROVEMENTS
2. PCC PAVEMENT REQUIRED AT SIGNALIZED INTERSECTIONS ALONG TRUCK ROUTES PER CITY OF ONTARIO STANDARD DRAWING NO. 1207.
3. APPLICANT/DEVELOPER SHALL OBTAIN ALL OFF-SITE RIGHT OF WAY/EASEMENTS NECESSARY TO CONSTRUCT THE REQUIRED PUBLIC IMPROVEMENTS

300' 0' 150' 300'

TPM 20685 EXHIBIT "F"

SCALE: 1" = 300'

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT "H"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT"I-1"
TO DEVELOPMENT AGREEMENT

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm[2]**
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "JI"

FORM OF PLUME DISCLOSURE LETTER

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

CITY OF ONTARIO PLANNING DEPARTMENT

PLANNING COMMISSION AGENDA REPORT

April 22, 2025

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Email: PlanningDirector@OntarioCA.gov

FILE NO: PDA23-006

SUBJECT: A public hearing to consider a Development Agreement (File No. PDA23-006) between the City of Ontario and Legacy Land Partners, LLC, JAB Mill Creek LLC and Richland Ontario Developers, LLC to establish the terms and conditions associated with Tentative Parcel Map 20685 (File No. PMTT23-004), located at the northwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space – Non Recreation) of the Rich Haven Specific Plan; (APNs: 218-016-22 and 218-211-42). **submitted by Richland Ontario Developers, LLC. City Council action is required.**

PROPERTY OWNER: Legacy Land Partners, LLC, JAB Mill Creek, LLC, and Richland Ontario Developers, LLC.

RECOMMENDED ACTION: That the Planning Commission consider and recommend the City Council adopt an Ordinance approving the Development Agreement (File No. PDA23-006) between the City of Ontario Legacy Land Partners, LLC, JAB Mill Creek, LLC, and Richland Ontario Developers, LLC, pursuant to the facts and reasons contained in the staff report and attached Resolution.

BACKGROUND: On December 4, 2007, the City Council certified the Rich Haven Specific Plan Environmental Impact Report in conjunction with File No. PGPA07-001. The related Rich Haven Specific Plan, File No. PSP05-004, was approved by the City Council on December 18, 2007. The Specific Plan established the land use designations, development standards, and design guidelines for approximately 512 acres of land, which included the potential development of 4,256 residential units and 889,200 square feet of commercial/office land uses.

On May 18, 2021, the City Council approved a General Plan Amendment (File No. PGPA19-005), an Amendment to the Rich-Haven Specific Plan (File No. PSPA19-006), and an Addendum to The Ontario Plan (File No. PGPA06-001) Environmental Impact Report (State Clearinghouse No. 2008101140). The General Plan and Specific Plan amendments included several land use changes, including the addition of approximately 49 acres of industrial land located south of the SCE Mira Loma Substation. The amendment included updates to the development standards, exhibits, and text changes to reflect the proposed land use changes and overall compliance with the General Plan Amendment.

Case Planner:	Pablo De Lara
Planning Director Approval:	
Submittal Date:	1/18/2023

Hearing Body	*Date*	*Decision*	*Action*
DAB	N/A	N/A	N/A
PC	4/22/2025	Approval	Recommend
CC	5/20/2025		Final

On August 16, 2022, the City Council certified The Ontario Plan 2050 Update Supplemental Environmental Impact Report ("SEIR") in conjunction with The Ontario Plan 2050 ("TOP 2050") (File No. PGPA20-002) General Plan update. The TOP 2050 and SEIR, included the addition of approximately 67 acres of industrial land within the Rich Haven Specific Plan boundary located west of the SCE Mira Loma Substation.

On June 20, 2023, the City Council certified the Rich Haven Specific Plan Amendment and Environmental Impact Report (State Clearinghouse No. 2022100425) in conjunction with File No. PSPA22-001. The amendment included land use changes to bring the Rich Haven Specific Plan into compliance with The Ontario Plan Policy Plan (General Plan) that also included updates to the residential, commercial, and industrial development standards, exhibits, and text changes.

On February 1, 2023, the applicant submitted a Tentative Parcel Map and Development Plan (File Nos. PMTT23-004 and PDEV23-002) to subdivide 32.67 gross acres of land into 8 lots and construct one industrial building totaling 460,000 square feet on the Project site.

On December 18, 2023, the applicant submitted a Development Agreement (File No. PDA23-006) to establish the terms and conditions of the associated Tentative Parcel Map 20685 on the Project site.

The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations Legacy Land Partners, LLC, JAB Mill Creek, LLC, and Richland Ontario Developers, LLC ("Owner"), have requested that the City enter into negotiations to create a Development Agreement ("Agreement").

In accordance with California Government Code Section 65865, which in part states that any city… may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property…" and California Government Code Section 65865.52, which in part states that "a Development Agreement shall specify the duration of the Agreement, the permitted uses of the property… and may include conditions, terms, restrictions…," the City of Ontario adopted Resolution No. 2002-100 setting forth the procedures and requirements for consideration of Development Agreements. Pursuant to these procedures and requirements, staff entered into negotiations with the Applicant to create a Development Agreement for consideration by the Planning Commission and City Council.

The proposed Agreement is based on the model Development Agreement that was developed in coordination with the City Attorney and legal counsel for NMC Builders. This model Development Agreement is consistent with the provisions of the Construction Agreement. The terms of the agreement between NMC Builders' members requires that members of the LLC enter into Development Agreements that are consistent with the

provisions of the Construction Agreement and are consistent with the commitments to assure that adequate public infrastructure improvements are constructed by the Owner.

PROJECT SETTING: The Project site consists of 32.67 acres of land located at northwest corner of Ontario Ranch Road and Mill Creek Avenue, within Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space – Non-Recreation) of the Rich Haven Specific Plan, which is depicted in Exhibit A: Project Location Map. The site is currently vacant and was previously used for agricultural purposes and slopes from north to south with an approximate 20-foot differential in grade. The natural vegetation and soil conditions that once occurred throughout the project area have been significantly altered through agricultural activities, leaving little to no native vegetation. There is an existing 300-foot-wide SCE Easement that runs east-west along the northern boundary of the project site and contains power lines with four (115kV) transmission towers that are 180 feet tall. There is a secondary 255-foot-wide SCE Easement that runs diagonally located on the southeast corner of the project site and contains power lines with one (115kV) transmission tower (180 feet tall).

The existing land uses surrounding the project site includes vacant land and residential development to the north and south, the SCE Mira Loma Substation, industrial development and vacant land to the east and residential development to west. The existing surrounding land uses, zoning, and Policy Plan (general plan) and specific plan land use designations are summarized in Table 1: Surrounding Zoning & Land Uses.

PROJECT ANALYSIS:

(1) Development Agreement

The Agreement proposes to include 32.67 gross acres of land within Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space – Non-Recreation) of the Rich Haven Specific Plan, the Agreement grants the Applicant a vested right to develop Tentative Parcel Map 20685 (File No. PMTT23-004), provided the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The Tentative Parcel Map proposes to subdivide 32.67 gross acres of land into 8 lots and the associated Development Plan is for the construction of one industrial building totaling 460,000 square feet located at the northwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space – Non-Recreation) of the Rich Haven Specific Plan, as shown on the attached Exhibits C and D.

The term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees ("DIF") for construction of public improvements (i.e. streets, sewer, water, storm drain and fiber); Public Service Funding to ensure adequate provisions of public services (police, fire and other public services); and

the creation of a Community Facilities District ("CFD") for the maintenance of public facilities.

Staff finds that the Agreement is consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, staff is recommending approval of the application to the Planning Commission. If the Planning Commission finds the Agreement is acceptable, a recommendation of approval to the City Council would be appropriate.

PUBLIC NOTIFICATION: The subject application was advertised as a public hearing in at least one newspaper of general circulation in the City of Ontario (the Inland Valley Daily Bulletin newspaper). In addition, notices were mailed to all owners of real property located within a minimum of 300 feet of the exterior boundaries of the property that is the subject of the hearing, as shown on the records of the County Assessor.

CORRESPONDENCE: As of the preparation of this Agenda Report, Planning Department staff have not received any written or verbal communications from the owners or occupants of properties surrounding the Project site or from the public in general, regarding the subject application.

AGENCY/DEPARTMENT REVIEWS: Each City agency/department has been provided the opportunity to review and comment on the subject application and recommend conditions of approval to be imposed upon the application. At the time of the Resolution preparation, recommended conditions of approval were provided and are appended to the attached Resolutions as Attachment A.

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

On April 19, 2011, the City Council of the City of Ontario approved and adopted the ONT ALUCP, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the Planning Commission finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP.

COMPLIANCE WITH THE ONTARIO PLAN 2050: The proposed Project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan 2050 ("TOP"). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) City Council Goals

- Invest in the Growth and Evolution of the City's Economy
- Operate in a Businesslike Manner
- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

(1) Vision

Distinctive Development that integrates our varied and diverse focal points, districts, centers, corridors, and neighborhoods to provide a feeling of coherence without sacrificing uniqueness.

(2) Governance

Decision Making

Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

- G1-1 Consistency with Policies. We require that staff recommendations to the City Council be consistent with adopted City Council Priorities (Goals and Objectives) and The Policy Pan.

- G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

(3) Policy Plan (General Plan)

Land Use Element

Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.

- LU-2.1 Land Use Decisions. We minimize adverse impacts on adjacent properties when considering land use and zoning requests.

- LU-2.2 Buffers. We require new uses to provide mitigation or buffers between existing uses where potential adverse impacts could occur. Additional mitigation is required when new uses could negatively impact environmental justice areas.

- LU-2.4 Regulation of Nuisances. We regulate the location, concentration, and operation of potential nuisances.

- LU-2.5 Regulation of Uses. We regulate the location, concentration, and operation of uses that have impacts on surrounding land uses.

- LU-2.6 *Infrastructure Compatibility.* We require infrastructure to be aesthetically pleasing and in context with the community character.

- LU-2.11 Context-Aware Transitions and Connections. We require new development projects and land-planning efforts to provide context-aware and appropriate transitions and connections between existing and planned neighborhoods, blocks, sites, and buildings.

Goal LU-3 Flexibility: Staff, regulations and processes that support and allow flexible response to conditions and circumstances in order to achieve the Vision.

- LU-3.1 Development Standards. We maintain clear development standards which allow flexibility to achieve our Vision and provide objective standards that ensure predictability and deliver the intended physical outcomes.

- LU-3.3 Land Use Flexibility. We consider uses not typically permitted within a land use category if doing so improves livability, reduces vehicular trips, creates community gathering places and activity nodes, and helps create identity.

Goal LU-5 Airport Planning: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.

- LU-5.7 ALUCP Consistency with Land Use Regulations. We comply with state law that requires general plans, specific plans, and all new development to be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public-use airport.

Community Economics Element

Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

- CE-1.1 Jobs-Housing Balance. We pursue improvement to the Inland Empire's balance between jobs and housing by promoting job growth that reduces the regional economy's reliance on out-commuting.

Mobility Element

Goal M-1 Roadway System: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.

- M-1.4 Complete Streets. We work to provide a complete, balanced, context-aware, multimodal transportation network that meets the needs of all users of streets, roads, and highways, including motorists, pedestrians, bicyclists, children, persons with disabilities, seniors, movers of commercial goods, and users of public transportation. We prioritize implementation of complete streets improvements in environmental justice areas to facilitate opportunities for residents to use active transportation systems.

Goal M-2 Active Transportation: A system of trails and corridors that facilitate and encourage active modes of transportation.

- M-2.3 Pedestrian Walkways. We require streets to include sidewalks and visible crosswalks at major intersections where necessary to promote safe and comfortable mobility between residential areas, businesses, schools, parks, recreation areas, and other key destination points.

Community Design Element

Goal CD-1 Image & Identity: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.

- CD-1.4 Transportation Corridors. We will enhance our major transportation corridors within the City through landscape, hardscape, signage and lighting. The extent of enhancement should be appropriate to the use, type, and context of each corridor.

Goal CD-2 Design Quality: A high level of design quality resulting in neighborhoods, public spaces, parks, and streetscapes that are attractive, safe, functional, human-scale, and distinct.

- CD-2.1 Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through:

    1. Building volume, massing, and height to provide context-appropriate scale and proportion;

    2. A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and

    3. Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.

- CD-2.9 Landscape Design. We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

- CD-2.10 Parking Areas. We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include:

    1. Surface parking: Shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.

- CD-2.13 Entitlement Process. We work collaboratively with all stakeholders to ensure a high degree of certainty in the efficient review and timely processing of all development plans and permits.

Goal CD-5 Protection of Investment: A sustained level of maintenance and improvement of properties, buildings, and infrastructure that protects property values and encourages additional public and private investments.

- CD-5.1 Maintenance of Buildings and Property. We require all public and privately-owned buildings and property (including trails and easements) to be properly and consistently maintained.

- CD-5.2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (general plan) component of The Ontario Plan 2050, as the Project site is not

one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of Project approval and are incorporated herein by this reference.

TECHNICAL APPENDIX:

Table 1: Surrounding Zoning and Land Uses

	Existing Land Use	***Policy Plan Designation***	***Zoning Designation***	***Specific Plan Land Use***
Site	*Vacant*	*Industrial (0.55 FAR)*	*Rich Haven Specific Plan*	*Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space – Non-Recreation*
North	*Vacant*	*Industrial (0.55 FAR)*	*Rich Haven Specific Plan*	*Planning Area 3C (Light Industrial)*
South	*Vacant*	*Mixed Use - Rich Haven: residential (14.0 to 50.0 du/ac) & office/retail (0.70 FAR)*	*Rich Haven Specific Plan*	*Planning Area 5B (Regional Commercial and Stand-alone residential overlay)*
East	*SCE Mira Loma Substation, Industrial Building and Vacant Land*	*Business Park (0.60 FAR) & General Commercial (0.40 FAR)*	*Specific Plan Agricultural Overlay Zoning District and Rich Haven Specific Plan*	*Planning Area 6A and 6B (Light Industrial and Regional Commercial)*
West	*Residential Subdivision (Brookfield Canvas Park)*	*Mixed Use - Rich Haven: residential (14.0 to 50.0 du/ac) & office/retail (0.70 FAR)*	*Rich Haven Specific Plan*	*Planning Area 4A (Stand-alone residential overlay)*

Exhibit A: PROJECT LOCATION MAP

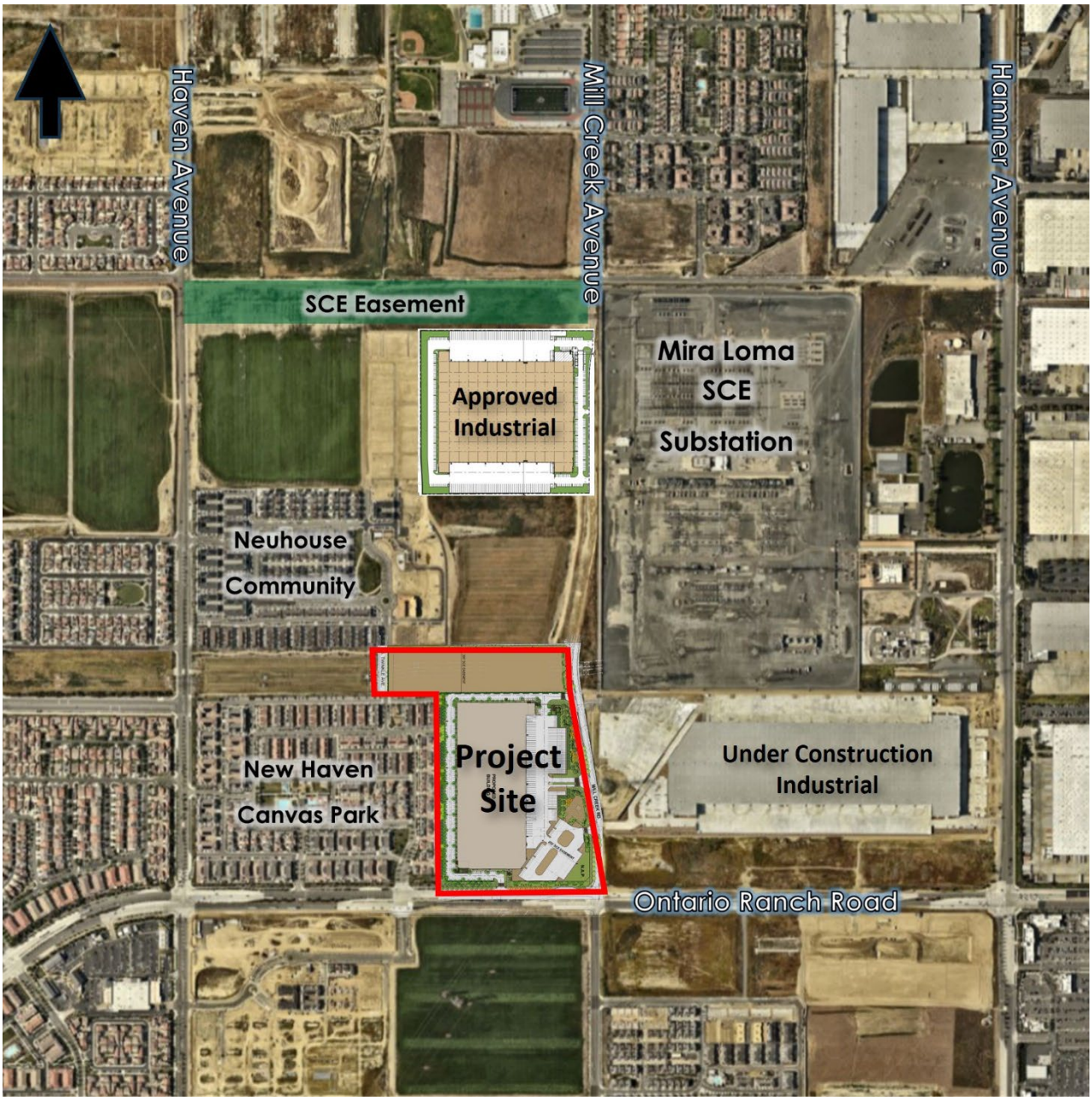


Exhibit B: RICH-HAVEN SPECIFIC PLAN LAND USE MAP

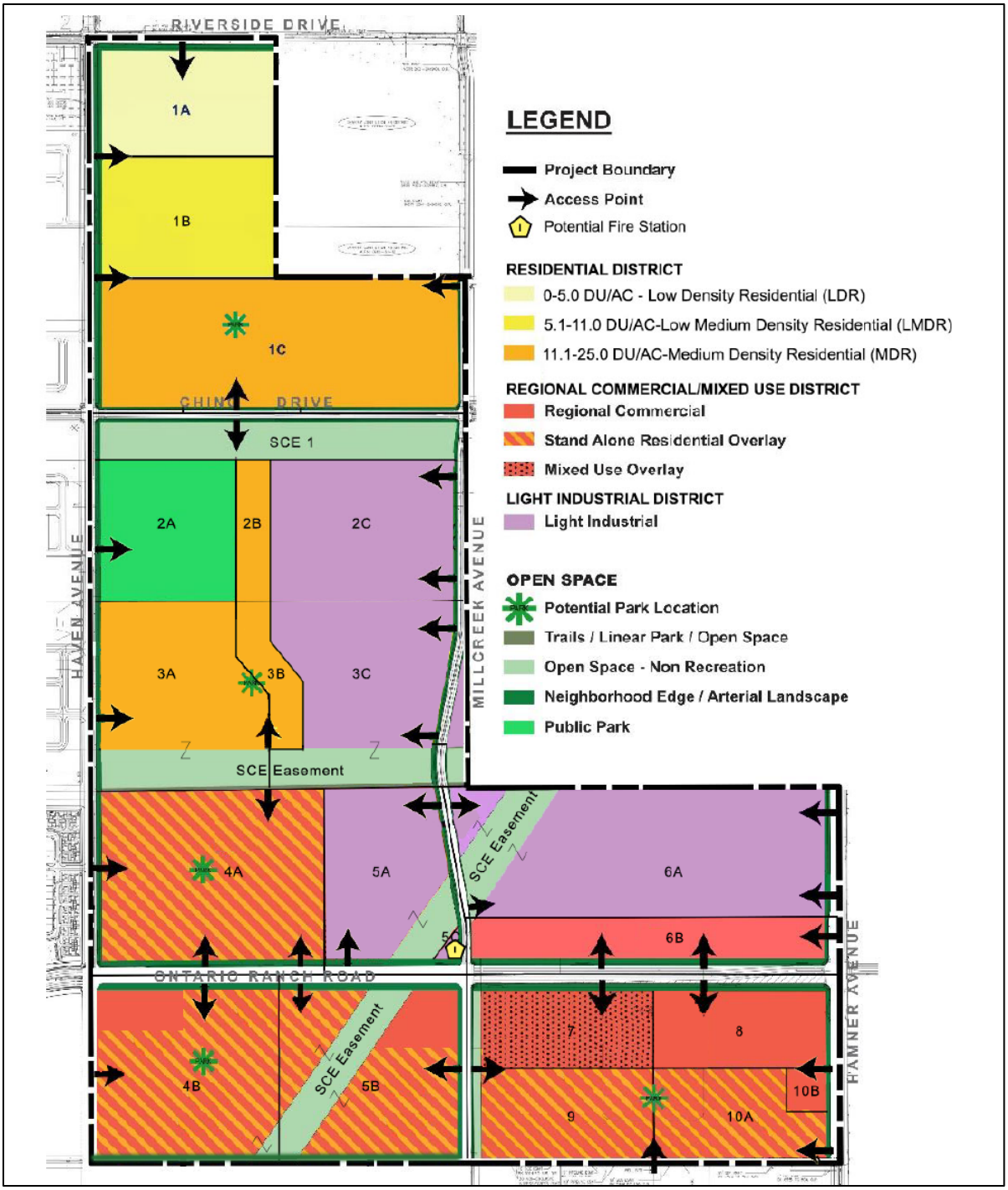


Exhibit C: TENATIVE PARCEL MAP

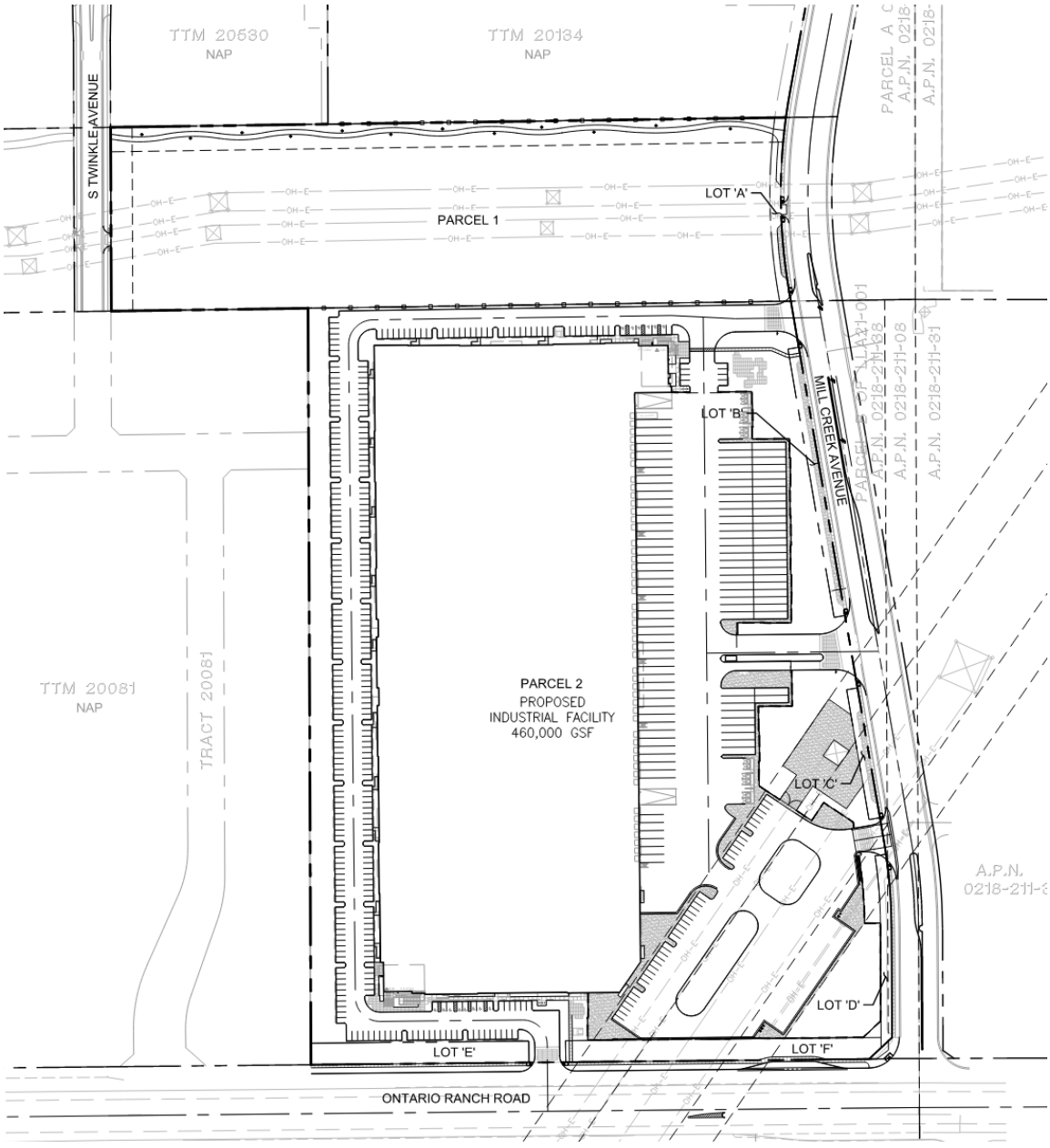
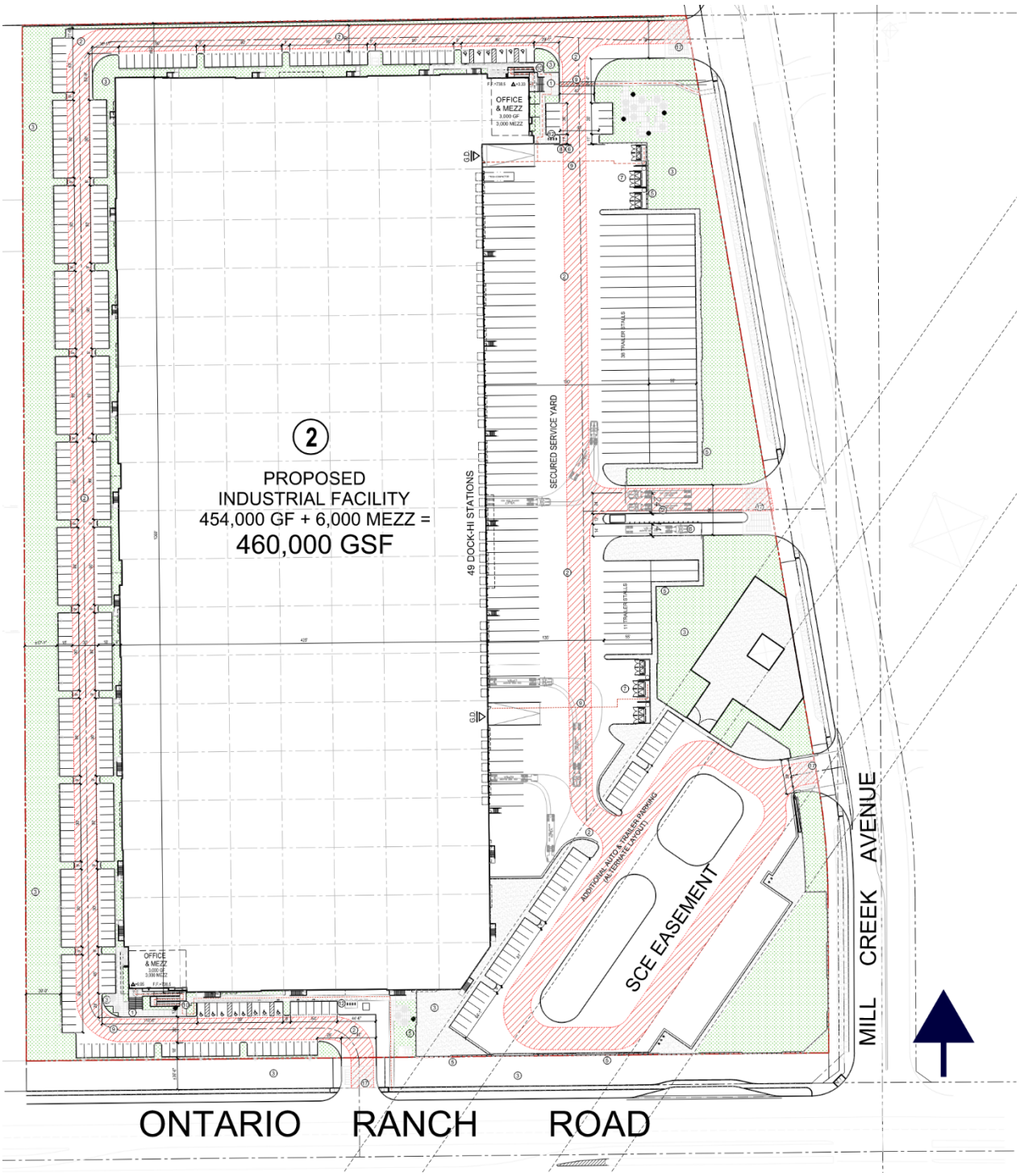


Exhibit D: SITE PLAN



Attachment A:
Resolution File No. PDA23-006

(Documents to follow this page)

RESOLUTION NO. PC25-016

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA23-006, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND LEGACY LAND PARTNERS, LLC, JAB MILL CREEK, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP 20685 (FILE NO. PMTT23-004), LOCATED AT THE NORTHWEST CORNER OF ONTARIO RANCH ROAD AND MILL CREEK AVENUE WITHIN PLANNING AREAS 3C, 5A AND 5C (LIGHT INDUSTRIAL DISTRICT AND OPEN SPACE – NON RECREATION) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 218-016-22 AND 218-211-42

WHEREAS, RICHLAND ONTARIO DEVELOPERS, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA23-006, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the property to the north of the Project site is within Planning Area 3C (Light Industrial) of the Rich Haven Specific Plan and is vacant. The properties to the east are within the Specific Plan Agricultural Overlay zoning district and Planning Areas 6A and 6B (Light Industrial and Regional Commercial) of the Rich Haven Specific Plan, and are developed with SCE Mira Loma Substation, an industrial building and vacant land. The property to the south is within Planning Area 5B (Regional Commercial and Stand-alone residential overlay) of the Rich Haven Specific Plan and is vacant. The property to the west is within Planning Area 4A (Stand-alone residential overlay) of the Rich Haven Specific Plan, and is developed with a residential community; and

WHEREAS, the Application applies to 32.67 gross acres of land, located at the northwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space – Non-Recreation) of the Rich Haven Specific Plan; and

WHEREAS, the Applicant submitted Tentative Parcel Map No. 20685 (File No. PMTT23-004), to subdivide 32.67 gross acres of land into 2 numbered lots and 6 lettered lots in conjunction with a Development Plan to construct one industrial building totaling 460,000 square feet on the Project site; and

WHEREAS, the term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees (“DIF”) for construction

of public improvements (i.e. streets, sewer, water, storm drain and fiber); and the creation of a Community Facilities District ("CFD") for the maintenance of public facilities; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA22-001, the Rich Haven Specific Plan Amendment for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023, and this Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the Planning Commission the responsibility and authority to review and make recommendations to the City Council on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (hereinafter referred to as "ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on April 22, 2025, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: ***Environmental Determination and Findings.*** As the recommending body for the Project, the Planning Commission has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the Planning Commission finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA22-001, the Rich Haven Specific Plan Amendment for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the Planning Commission; and

(5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2: ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan 2050, as the Project site is not one of the properties in the Housing Element Sites Inventory contained in Tables B-1 and B-2 of the Housing Element Technical Report.

SECTION 4: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria

(ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the PLANNING COMMISSION, therefore, finds and determines that the Project will be consistent with the policies and criteria set forth within the ONT ALUCP; and

SECTION 5: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the Planning Commission during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the Planning Commission hereby concludes as follows:

(1) ***The provisions of the development agreement are consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050, and any applicable specific plans.***

a. The Development Agreement applies to approximately 32.67 gross acres of land located at the northwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Areas 3C, 5A and 5C (Light Industrial District and Open Space – Non-Recreation) of the Rich Haven Specific Plan; and

b. The Development Agreement establishes parameters for the development of land within the Rich-Haven Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Rich Haven Specific Plan; and

c. The Development Agreement grants the Applicant a vested right to develop Tentative Parcel Map 20685 (File No. PMTT23-004) as long as the Applicant complies with the terms and conditions of the Rich Haven Specific Plan and EIR; and

d. The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

e. The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

f. This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

SECTION 6: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA23-006 attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 8: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 9: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

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The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 22nd of April 2025, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairperson

ATTEST:

Henry K. Noh
Planning Director and
Secretary to the Planning Commission

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC25-016, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on April 22, 2025 by the following roll call vote, to wit:

AYES: Anderson, DeDiemar, Gage, Lampkin, Marks, Ricci

NOES: None

ABSENT: None

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

FILE NO. PDA23-006
DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation,

and

Legacy Land Partners LLC, a Florida limited liability company,

and

JAB Mill Creek LLC, a Florida limited liability company

and

Richland Ontario Developers LLC

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA23-006

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation,

and

Legacy Land Partners LLC, a Florida limited liability company,

and

JAB Mill Creek LLC, a Florida limited liability company

and

Richland Ontario Developers, LLC

_____, 2025

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA23-006

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2025 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Legacy Land Partners LLC, a Florida limited liability company, JAB Mill Creek LLC, a Florida limited liability company, and Richland Ontario Developers, LLC (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code and Section 4.01.015 of the Ontario Development Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in the Rich Haven Specific Plan Environmental Impact Report (State Clearinghouse No. 2006051081) (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Rich Haven Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch.

WHEREAS, Owner's Property is within the boundaries defined in Exhibit A of the Construction Agreement between the CITY and NMC Builders and the Property covered by this Agreement is what is known as a "Phase 2 Water Property" as such, shall be required to provide funding for CITY's future construction of the "Phase 2 Water Improvements" which will result in the availability of additional Net MDD Water Availability required for the development as shown on Exhibit "I-1"..

WHEREAS, the property developer/owner is made aware of the South Archibald Trichloroethylene (TCE) Plume "Disclosure Letter" (Exhibit "J"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 “Construction Agreement” means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all future amendments thereto and including the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August, 2012 and the Amendment to the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 19th day of September 2017.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring

compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued on or prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of the first reading of the Ordinance adopting and approving this Agreement. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on such date.

1.1.12 "General Plan" means the Ontario Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Parcel Map conditions for Parcel Map 20685 as further described in Exhibit "E" and depicted in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 "Net MDD" means net maximum daily water demand.

1.1.17 "NMC Builders" means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.18 "OWNER" means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.19 **"**Phase 2 Water EDUs**"** means the number of equivalent dwelling units or non-residential square footage assigned to OWNER upon payment to City of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit G.

1.1.20 "Phase 2 Water Improvements" means the future water infrastructure Improvements required for the issuance by CITY of the "Water Availability Equivalents" (WAE) for the Project.

1.1.21 "Phase 2 Water Participation Fee" means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property's respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.22 "Project" means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.23 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.24 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.25 "Amendment to the Construction Agreement" means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY's future construction of the "Phase 2 Water Improvements" described in a modification to Exhibit C-3 of the Construction Agreement.

1.1.26 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "Rich Haven Specific Plan."

1.1.27 "Subsequent Development Approvals" means all discretionary Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.28 "Subsequent Land Use Regulations" means any discretionary Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.29 "Water Availability Equivalent (WAE)" means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the approval of a Tract or Subdivision Map shall be based upon water demand factors and assumptions listed in the Construction Agreement and shown in Exhibit "I-2".

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Description of Required Infrastructure Improvements

Exhibit "F" — Infrastructure Improvements Exhibit

Exhibit "G" – Form of Certificate of Net MDD to be issued by CITY

Exhibit "H" – Form of Certificate of DIF Credit to be issued by CITY

Exhibit "I-1" – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” – Water Demand Equivalents by Land Use

Exhibit “J” - Form of Disclosure letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.1 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) OWNER is not then in uncured default of this Agreement.

2.3 Assignment.

2.3.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement with respect to the portion of the Property sold and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume (Exhibit “J”). OWNER may wish to provide the attached Disclosure Letter (Exhibit I) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY’s City Manager, in writing, of such

sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.3.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed an agreement as required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER (if any) to secure performance of its obligations hereunder which are to be performed upon portion of the Property sold, transferred or assigned .

2.3.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property but shall have no obligations with respect to the portions of the Property, if any, not transferred (the “Retained Property”).

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.3.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.3.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any parcel which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user of the parcel. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the parcel, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.4 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean

any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.5 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees

paid pursuant to Section 4.2 of this Agreement by OWNER to CITY on which construction has not yet begun shall be refunded to OWNER by CITY within ten (10) business days.

2.6 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to OWNER:
Craig Cristina
Richland
3161 Michelson, Suite 425
Irvine, CA 92612
ccristina@richlandcommunities.com

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

With a copy to:
Richland Legal Dept.
c/o John Troutman
3161 Michelson, Suite 425
Irvine, CA 92612
jtroutman@richlandinvestments.com

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority in Section 3.4, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority in Section 3.4, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.3.1 Infrastructure Improvement Exhibit. Attached hereto as Exhibit "F" are a description of the Infrastructure Improvements needed for the development of the Property ("the Infrastructure Improvement Exhibits").

3.4 Reservations of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the

Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan and the building codes in effect as of the Effective Date;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the occupants of the Project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan and which do not impose additional obligations, costs, and expenses on Owner or the Project;

(f) Regulations that may conflict but to which the OWNER consents.

3.4.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan and/or the Existing Development Approvals, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan and/or the Existing Development Approvals.

3.4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.4.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

(INSERT SPECIFIC INFRASTRUCUTRE IMPROVEMENTS)

3.5 Public Works; Utilities. If OWNER is required by this Agreement or a condition of project approval to construct any public works facilities which will be dedicated to CITY or

any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall to the extent possible contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.5.1 OWNER agrees that development of the Project shall require the construction of storm drain Improvements from the Property to the connection with the Cucamonga Creek Channel as described in Exhibit E and depicted in Exhibit F. OWNER shall be responsible for the construction of the necessary extension of storm drain facilities, as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request, and CITY shall not issue a final occupancy permit for any buildings prior to completion of the storm drain Improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the storm drain improvements.

3.5.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property prior to Substantial Completion of the street Improvements as described in Exhibit E and depicted in Exhibit F. For purposes of the foregoing, street improvements shall be deemed Substantially Complete even if the final lift of pavement has not been completed (i.e., Owner may install the final lift after completion of all other construction). CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion and subject to final acceptance by CITY of the street improvements. OWNER agrees that the street improvements shall be completed and subject to final acceptance by CITY prior to the release of any security for the construction of the street improvements.

3.5.3 OWNER agrees that development of the Property shall require the extension of permanent water utility Improvements as described in Exhibit E and depicted in Exhibit F consisting generally of the construction of the extension of permanent water utility Improvements from two (2) points of connection to serve the Property. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY upon completion of sufficient water and recycled water improvements to serve the Property from at least one point of connection and sufficient fire protection and

OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property until the completion of permanent water and recycled water Improvements described in Exhibit E and depicted in Exhibit F. City agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the water and recycled water improvements if there is available water service from a minimum of two (2) points of connection and sufficient water is available for water quality purposes and fire protection purposes for any buildings while under construction.

3.6 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.6 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.6.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.6.1 and 3.6.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.6.1 The CITY and OWNER acknowledge that the timelines set forth in this Section 3.6.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonably good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.6.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day

period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.8 Tentative Parcel Maps; Extension. With respect to applications by OWNER for tentative parcel maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement. The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable building (subject to the application/use of available fee deferrals or credits), except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the area wide infrastructure construction within the Ontario Ranch area shall be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all parcel map conditions. Unless otherwise specified in the Parcel Map conditions, and subject to the provisions of Section 3.5 and 3.6, all other required Improvements for each Parcel Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a final occupancy permit for any buildings to be constructed on the Property. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Parcel Map conditions for Parcel Map No.20685.

4.3.2 Availability and Use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property

4.3.3. Construction of DIF Program Infrastructure. To the extent OWNER is required to construct and complete construction of public improvements that are included in CITY's Development Impact Fee Program CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitations on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER.

CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Net MDD/Water Availability Equivalents.

4.4.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.4.2 Assigned Net MDD/Water Availability Equivalents. OWNER acknowledges that the City has agreed with NMC Builders to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders and/or OWNER. OWNER acknowledges that the provisions of the Construction Agreement Amendment require that the City shall not issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders, except to the bearer of a Certificate of Net MDD Water Availability.

4.4.3 Requirement for NMC Builders LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.5.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.4.4 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the recording of any final Parcel Map for the Project, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount

of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.5.2, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.4.5 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.5 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.6 Compliance with Public Benefits Requirements.

4.6.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.6, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability. Nothing herein shall waive Owner's right to assert a default (or failure to perform) by the City has excused Owner's performance under this Agreement.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). OWNER agrees that, prior to the recordation of any Parcel Map, the property subject to such Parcel Map shall be included in a CFD to finance City services through annual special taxes that will initially be $.25 per square foot for non-residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless otherwise modified by CITY. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities

to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.1 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(a) Recommendation of the Planning staff;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this

Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate this Agreement or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the

interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [OMITTED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, to the extent relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, to the extent based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property during OWNER'S period of ownership of the Property, including, but not limited to, soil and groundwater conditions caused by OWNER, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

10.1 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a

condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement

(e) In the event of a default by Owner, any Mortgagee shall have the right to remedy, or cause to be remedied, such default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 10.1(b) above, or (ii) the expiration of the period provided herein for Owner to remedy or cure such default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Owner; provided, however, that (i) if such default is not capable of being cured within the timeframes set forth in this Section and Mortgagee commences to cure the default within such timeframes, then Mortgagee shall have such additional time as is required to cure the default so long as Mortgagee diligently prosecutes the cure to completion and (ii) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions,

and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates requested by Owner under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or

non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT PDA23-006

"OWNER"

LEGACY LAND PARTNERS LLC, a Florida limited liability company

By: _____
Name:
Its: _____

Date: _____

JAB MILL CREEK LLC, a Florida limited liability company

By: _____
Name:
Its: _____

Date: _____

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:

BEST BEST KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20_____, before
me,_____,
Date *Insert Name and Title of the Officer*

personally appeared

_____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

REAL PROPERTY IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

ALL OF LOT "G", AND LOT "L SOUTH" OF TRACT MAP NO. 20134, IN THE CITY OF ONTARIO, FILED IN BOOK 357 OF TRACT MAPS AT PAGES 23 THROUGH 33, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH PARCEL 1 OF CERTIFICATE OF COMPLIANCE NO. CC 22-003 RECORDED 06/16/2023 AS DOC# 2023-0149702 OF OFFICIAL RECORDS OF SAID COUNTY AND STATE.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

02/05/2025

GERALD R. ANDERSON, LS 4400 DATE

EXPIRES 09/30/25



X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 I xengineeringinc.com

JN X100-019_XLD-067

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

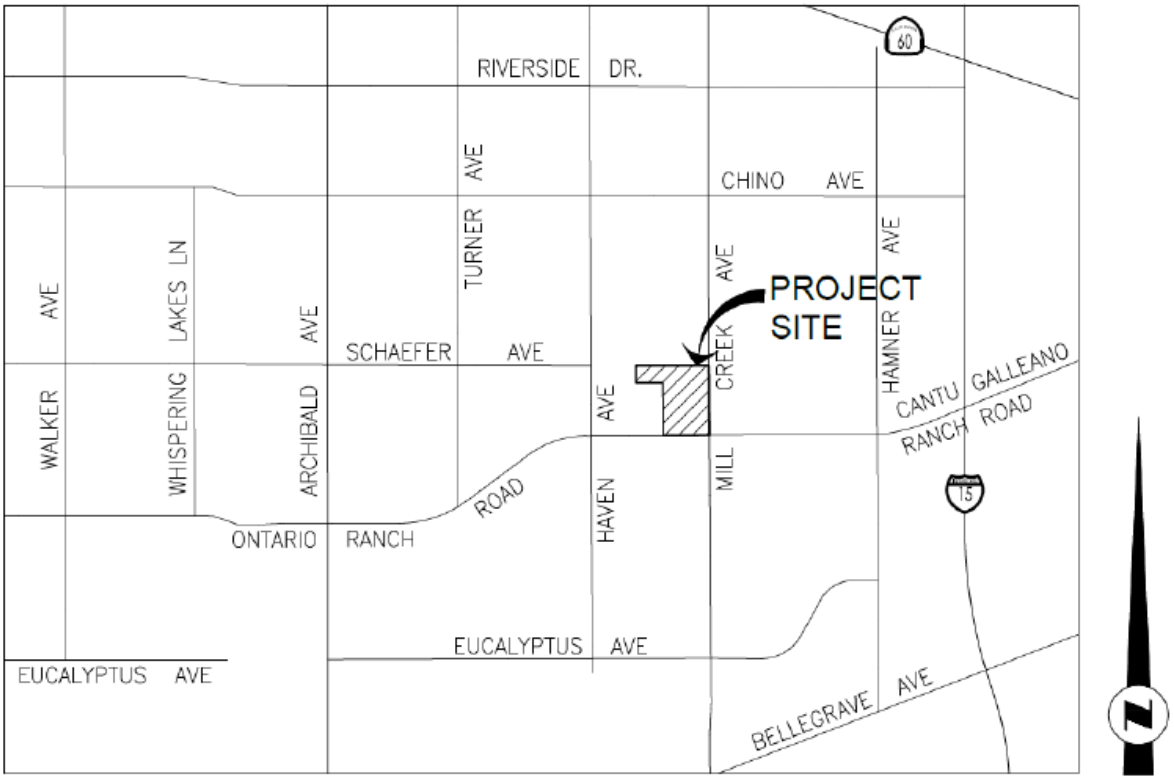


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On October 23, 2007 the Planning Commission:

a) Issued Resolution No. PC07-125 recommending City Council certification of the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Issued Resolution No. PC07-127 recommending to City Council approval of the Rich-Haven Specific Plan (File No. PSP05-004).

On December 4, 2007, the City Council:

a) Issued Resolution No. 2007-145 certifying the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Adopted Ordinance No. 2884 approving the Rich-Haven Specific Plan.

On February 23, 2016, the Planning Commission:

a) Issued Resolution No. PC16-003 recommending City Council adoption of an Addendum to the Rich-Haven EIR.
b) Issued Resolution PC16-004 recommending approval of the Rich-Haven Specific Plan Amendment (File No. PSPA16-001).

On March 15, 2016, the City Council:

a) Issued Resolution No. 2016-024 for the adoption of an Addendum (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR.
b) Issued Resolution No. 2016-025 approving an Amendment (File No. PSPA16-001) to the Rich-Haven Specific Plan.

On January 23, 2018, the Planning Commission:

a) Issued Resolution No. PC18-014 recommending City Council adoption of an Addendum to the Rich-haven EIR.
b) Issued Resolution No. PC18-015 recommending to City Council adoption of the Rich-Haven Specific Plan Amendment (File No. PSPA16-005).

On February 20, 2018, the City Council:

a) Issued Resolution No. 2018-017 for the adoption of an Addendum (File No. PSPA16-005) to the Rich-Haven Specific Plan EIR.
b) Issued Resolution No. 2018-018 approving an Amendment (File No. PSPA16-005) to the Rich-Haven Specific Plan.

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. The Rich-Haven Specific Plan (File No. PSP05-004) Environmental Impact Report, Resolution No. 2007-145.

2. The Rich-Haven Specific Plan (File No. PSP05-004), Ordinance No. 2884.

3. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-001) Environmental Impact Report, Resolution No. 2016-024.

4. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-001), Resolution No. 2016-025.

5. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-005) Environmental Impact Report, Resolution No. 2018-017.

6. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-005), Resolution No. 2018-018.

7. City of Ontario Municipal Code
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of Required Infrastructure Improvements

OWNER shall design, construct, and complete the following Street, Storm Drain (SD), Potable Water (PW), Recycled Water (RW), and Fiber Optic (FO) improvements, prior to OWNER's request for any final certificate of occupancy permit for any building within the Property.

Street (ST) Improvements

a. ST improvements on Mill Creek Avenue, between the northerly project limits to Ontario Ranch Road.
b. ST improvements on Ontario Ranch Road, between the Sunrise Avenue and Mill Creek Avenue.
c. Modify Traffic Signal at Mill Creek Avenue and Ontario Ranch Road.

Potable Water (PW) Improvements

a. PW on Mill Creek Avenue, between Chino Avenue and Ontario Ranch Road.

Recycled Water (RW) Improvements

a. RW on Mill Creek Avenue, between Chino Avenue and Ontario Ranch Road.
b. RW on Chino Avenue, between Haven Avenue and Mill Creek Avenue.

Fiber Optic (FO) Improvements

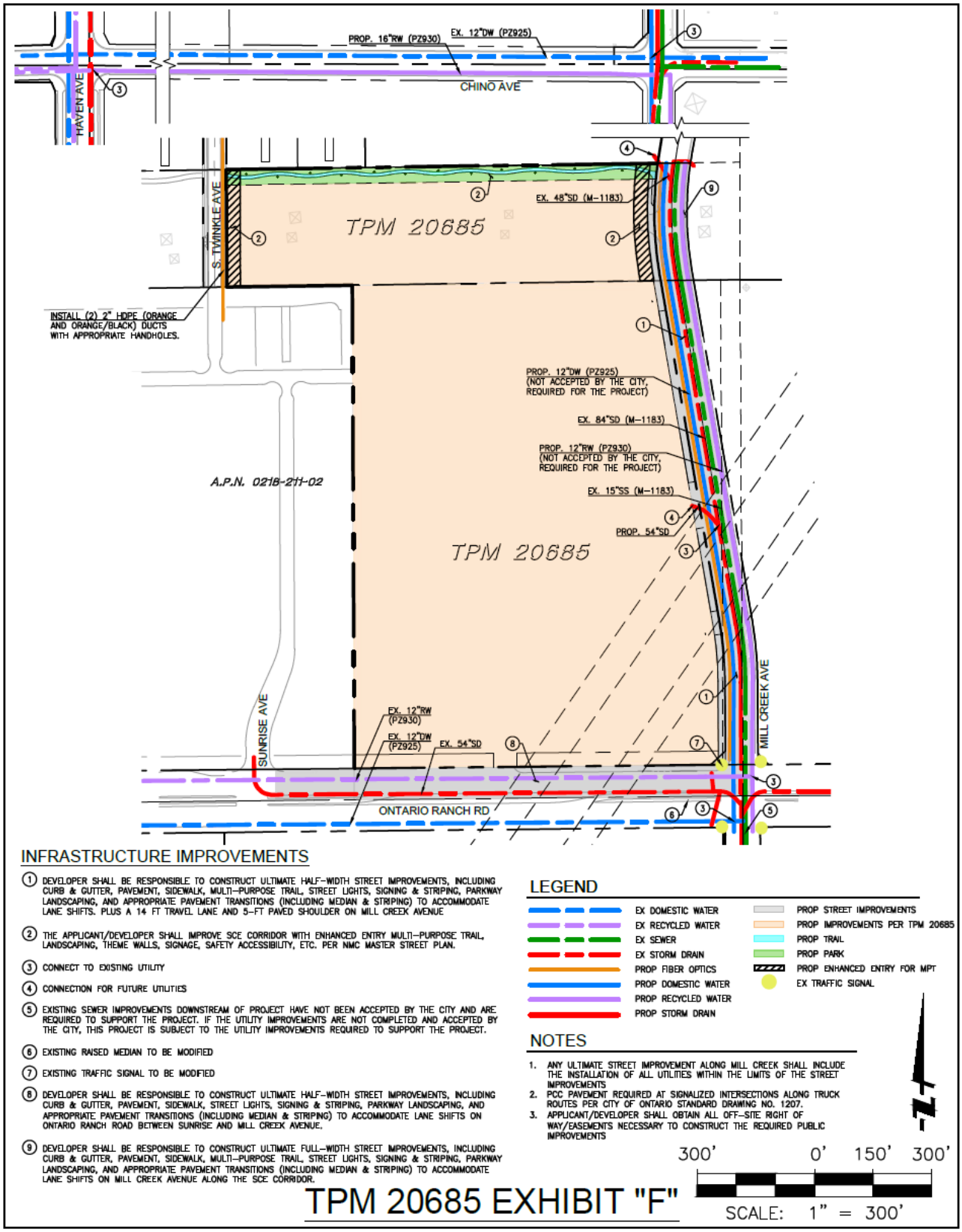
a. FO on Mill Creek Avenue, between the northerly project limits and Ontario Ranch Road.
a. FO on South Twinkle Avenue along the SCE corridor connecting existing FO.

Trail Improvements

a. SCE corridor improvements, between Twinkle Avenue and Mill Creek Avenue.

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements



INFRASTRUCTURE IMPROVEMENTS

1. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE HALF-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, MULTI-PURPOSE TRAIL, STREET LIGHTS, SIGNING & STRIPING, PARKWAY LANDSCAPING, AND APPROPRIATE PAVEMENT TRANSITIONS (INCLUDING MEDIAN & STRIPING) TO ACCOMMODATE LANE SHIFTS. PLUS A 14 FT TRAVEL LANE AND 5-FT PAVED SHOULDER ON MILL CREEK AVENUE
2. THE APPLICANT/DEVELOPER SHALL IMPROVE SCE CORRIDOR WITH ENHANCED ENTRY MULTI-PURPOSE TRAIL, LANDSCAPING, THEME WALLS, SIGNAGE, SAFETY ACCESSIBILITY, ETC. PER NMC MASTER STREET PLAN.
3. CONNECT TO EXISTING UTILITY
4. CONNECTION FOR FUTURE UTILITIES
5. EXISTING SEWER IMPROVEMENTS DOWNSTREAM OF PROJECT HAVE NOT BEEN ACCEPTED BY THE CITY AND ARE REQUIRED TO SUPPORT THE PROJECT. IF THE UTILITY IMPROVEMENTS ARE NOT COMPLETED AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE UTILITY IMPROVEMENTS REQUIRED TO SUPPORT THE PROJECT.
6. EXISTING RAISED MEDIAN TO BE MODIFIED
7. EXISTING TRAFFIC SIGNAL TO BE MODIFIED
8. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE HALF-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, STREET LIGHTS, SIGNING & STRIPING, PARKWAY LANDSCAPING, AND APPROPRIATE PAVEMENT TRANSITIONS (INCLUDING MEDIAN & STRIPING) TO ACCOMMODATE LANE SHIFTS ON ONTARIO RANCH ROAD BETWEEN SUNRISE AND MILL CREEK AVENUE.
9. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE FULL-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, MULTI-PURPOSE TRAIL, STREET LIGHTS, SIGNING & STRIPING, PARKWAY LANDSCAPING, AND APPROPRIATE PAVEMENT TRANSITIONS (INCLUDING MEDIAN & STRIPING) TO ACCOMMODATE LANE SHIFTS ON MILL CREEK AVENUE ALONG THE SCE CORRIDOR.

LEGEND

- EX DOMESTIC WATER
- EX RECYCLED WATER
- EX SEWER
- EX STORM DRAIN
- PROP FIBER OPTICS
- PROP DOMESTIC WATER
- PROP RECYCLED WATER
- PROP STORM DRAIN
- PROP STREET IMPROVEMENTS
- PROP IMPROVEMENTS PER TPM 20685
- PROP TRAIL
- PROP PARK
- PROP ENHANCED ENTRY FOR MPT
- EX TRAFFIC SIGNAL

NOTES

1. ANY ULTIMATE STREET IMPROVEMENT ALONG MILL CREEK SHALL INCLUDE THE INSTALLATION OF ALL UTILITIES WITHIN THE LIMITS OF THE STREET IMPROVEMENTS
2. PCC PAVEMENT REQUIRED AT SIGNALIZED INTERSECTIONS ALONG TRUCK ROUTES PER CITY OF ONTARIO STANDARD DRAWING NO. 1207.
3. APPLICANT/DEVELOPER SHALL OBTAIN ALL OFF-SITE RIGHT OF WAY/EASEMENTS NECESSARY TO CONSTRUCT THE REQUIRED PUBLIC IMPROVEMENTS

300' 0' 150' 300'

TPM 20685 EXHIBIT "F"

SCALE: 1" = 300'

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT "H"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT"I-1"
TO DEVELOPMENT AGREEMENT

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm**[2]
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "JI"

FORM OF PLUME DISCLOSURE LETTER

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Management Services Prepared By: Michael Krouse Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 23

SUBJECT: A RESOLUTION DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE GREATER ONTARIO TOURISM MARKETING DISTRICT

RECOMMENDATION: That the City Council hold a final hearing and adopt a Resolution declaring the results of the majority protest proceeding to renew the Greater Ontario Tourism Marketing District Management District (GOTMD).

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. Greater Ontario Tourism Marketing District Management District programs are intended to increase visitation to the City, stimulating increase in transient occupancy tax and sales tax collections.

BACKGROUND & ANALYSIS: The GOTMD is a benefit assessment district proposed to continue a revenue source to help fund Sales & Marketing and Tourism Enhancement & Development efforts for Greater Ontario lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed businesses. The renewed GOTMD includes all lodging businesses, including short-term rentals, existing and in the future, available for public occupancy within the boundaries of the cities of Ontario and Rancho Cucamonga (Cities).

Lodging business owners decided to pursue renewal of the GOTMD in order to continue a revenue source devoted to marketing Greater Ontario as a tourist, meeting and event destination. If renewed, the GOTMD would generate approximately $6,000,000 on an annual basis for promotion of travel and tourism specific to Greater Ontario.

TOURISM MARKETING DISTRICTS
Tourism Marketing Districts (TMDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow assessed business owners to organize their efforts to increase tourism. Business owners within the TMD fund the TMD, and those funds are used to provide services that are desired by and benefit the assessed businesses within the TMD.

TMD benefits:

- Funds cannot be diverted for other government programs;
- They are customized to fit the needs of each destination;
- They allow for a wide range of services; including: destination marketing, tourism promotion, and sales lead generation;
- They are designed, created and governed by those who will pay the assessment; and
- They provide a stable funding source for tourism promotion.

In California, TMDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. The key difference between TMDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the TMD.

MANAGEMENT DISTRICT PLAN

The Management District Plan (Attachment 1) includes the proposed boundary of the GOTMD, a service plan and budget and a proposed means of governance. The GOTMD will include all lodging businesses, including short-term rentals, existing and in the future, available for public occupancy within the boundaries of the Cities.

The annual assessment rate is three percent (3%) of gross short-term sleeping room rental revenue. Because the marketing programs will not promote or seek certain stays, assessments will not be collected on revenue resulting from: stays of more than thirty (30) consecutive days; stays by any Federal officer or employee when on official Federal government business; nor on stays by any officer or employee of a foreign government who is exempt by express provision of Federal law or international treaty.

The renewed GOTMD will have a ten (10) year term, beginning July 1, 2028, or as soon as possible thereafter, and ending ten (10) years from its start date. The assessment will be implemented beginning July 1, 2028. Once per year beginning on the anniversary of GOTMD renewal there is a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the GOTMD.

The Cities or the Greater Ontario Convention and Visitors Bureau dba GOCAL (GOCAL) will be responsible for collecting the assessment on a monthly basis from each assessed business in each respective jurisdiction. The Cities or GOCAL shall forward the assessments to GOCAL, which will have the responsibility of managing GOTMD programs as provided in the Management District Plan.

GOTMD RENEWAL PROCESS

March 18, 2025 RESOLUTION OF INTENTION HEARING (COMPLETED)

Upon the submission of a written petition, signed by the business owners in the renewed district who will pay more than fifty percent (50%) of the assessments proposed to be levied, the City Council may initiate proceedings to renew the GOTMD by the adoption of a resolution expressing its intention to renew the GOTMD.

Petition Status: Petitions in favor of GOTMD renewal were submitted which represent over 50% of the total GOTMD assessment. This majority petition allows the Council to initiate proceedings for GOTMD renewal at the March 18, 2025, City Council meeting.

April 4, 2025 NOTICE (COMPLETED)
The 94 Law requires the City to mail written notice to the owners of all businesses proposed to be assessed within the GOTMD. Mailing the notice begins a mandatory forty-five (45) day period in which assessed business owners may protest GOTMD renewal.

April 15, 2025 PUBLIC MEETING (COMPLETED)
Allow public testimony on the renewal of the GOTMD and levy of assessments. No Council action required.

May 20, 2025 FINAL PUBLIC HEARING
If written protests are received from the owners of businesses in the renewed GOTMD which will pay fifty percent (50%) or more of the assessments proposed to be levied, and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

If the Council, following the public hearing, decides to establish the renewed GOTMD, the Council shall adopt a Resolution of formation.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE GREATER ONTARIO TOURISM MARKETING DISTRICT (GOTMD)

WHEREAS, the City of Ontario created the GOTMD on June 4, 2013 by Resolution No 2013-041; and

WHEREAS, the GOTMD was created for a five (5) year term and subsequently renewed for a ten (10) year term which ends on June 30, 2028; and

WHEREAS, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the City of Ontario (City) to renew business improvement districts upon petition by a weighted majority of the business owners located within the boundaries of the district; and

WHEREAS, lodging business owners who will pay more than fifty percent (50%) of the proposed assessment, as weighted according to the amount of the assessment to be paid by the petitioner, within the boundaries of the GOTMD have petitioned the City Council of the City of Ontario (Council) to renew the GOTMD; and

WHEREAS, the renewed GOTMD includes all lodging businesses, including short-term rentals, in the cities of Ontario and Rancho Cucamonga; and

WHEREAS, consent to include all lodging businesses, including short-term rentals, in its jurisdiction has been received from the city of Rancho Cucamonga; and

WHEREAS, included with the petitions was a Management District Plan (Plan) summary that describes the proposed assessment to be levied on all lodging businesses, existing and in the future, within the GOTMD to pay for Sales & Marketing and Tourism Development & Enhancement programs, and other improvements and activities set forth in the Plan; and

WHEREAS, the assessed lodging businesses within the GOTMD will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS, on March 18, 2025, at 6:30 PM at the Council Chambers located at City Hall, 303 E. B Street, Ontario, CA 91764, the Council adopted a Resolution of Intention, Resolution No. 2025-007; and

WHEREAS, the public meeting and public hearing to consider the renewal of the GOTMD have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on April 15, 2025, at 6:30 PM at the Council Chambers located at City Hall, 303 E. B Street, Ontario, CA 91764, the Council held a public meeting regarding the renewal of the GOTMD, and the Council heard and received objections and protests, if any, to the renewal of the GOTMD and the levy of the proposed assessment; and

WHEREAS, on May 20, 2025, at 6:30 PM at the Council Chambers located at City Hall, 303 E. B Street, Ontario, CA 91764, the Council held a public hearing regarding the renewal of the GOTMD, and the City Council heard and received all objections and protests, if any, to the renewal of the GOTMD and the levy of the proposed assessment; and

WHEREAS, the City Clerk has determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the renewed GOTMD which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business; and

WHEREAS, the City bears the burden of proving by a preponderance of the evidence that an assessment imposed for a specific benefit or specific government service is not a tax, that the amount is no more than necessary to cover the costs to the City in providing the specific benefit or specific government service, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the specific benefits or specific government services received by the payor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The recitals set forth herein are adopted by the City Council as findings and they are true and correct.

2. The GOTMD is hereby renewed for a ten (10) year term, beginning July 1, 2028, or as soon as possible thereafter, and ending ten (10) years from its start date, unless renewed pursuant to Streets and Highways Code § 36660.

3. The Plan dated March 5, 2025, is hereby adopted and approved.

4. The activities to be provided to benefit businesses in the GOTMD will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the GOTMD; to provide activities or improvements outside the GOTMD; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention, and the Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the GOTMD boundaries to create a specific benefit to the assessed businesses may be provided, but shall be limited to marketing or signage pointing to the GOTMD.

5. The Council finds as follows:

a) The activities funded by the assessment will provide a specific benefit to assessed businesses within the GOTMD that is not provided to those not paying the assessment.

b) The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

c) The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.

d) Assessments imposed pursuant to the GOTMD are levied solely upon the assessed business, and the business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all communications from the business owner as the "GOTMD Assessment" or "Tourism Assessment" as specified in the Plan.

6. The assessments levied for the GOTMD shall be applied towards Sales & Marketing and Tourism Development & Enhancement programs to market Greater Ontario lodging businesses as tourist, meeting and event destinations, and other improvements and activities as set forth in the Plan.

7. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase sleeping room rentals, an assessment based on gross short-term sleeping room rental revenue is the best measure of benefit.

8. The annual assessment rate is three percent (3%) of gross short-term sleeping room rental revenue. Because the marketing programs will not promote or seek certain stays, assessments will not be collected on revenue resulting from: stays of more than thirty (30) consecutive days; stays by any Federal officer or employee when on official Federal government business; nor on stays by any officer or employee of a foreign government who is exempt by express provision of Federal law or international treaty.

9. The assessments for the entire GOTMD will total approximately $6,000,000 in year one (1).

10. Bonds shall not be issued to fund the GOTMD.

11. The GOTMD shall include all lodging businesses located within the cities of Ontario and Rancho Cucamonga (Cities). A boundary map is attached hereto and incorporated herein by reference.

12. The assessments shall be used for the purposes set forth above and any funds remaining at the end of any year may be used in subsequent years in which the GOTMD assessment is levied as long as they are used consistent with the requirements set forth herein.

13. The assessments to fund the activities and improvements for the GOTMD will be collected by The Greater Ontario Convention and Visitors Bureau dba GOCAL (GOCAL) or Cities on a monthly basis, and in accordance with Streets and Highways Code §36631.

14. The Council, through adoption of this Resolution and the Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the GOTMD as defined in Streets and Highways Code §36612. The Council has determined that The Greater Ontario Convention and Visitors Bureau dba GOCAL shall be the GOTMD Owners' Association.

15. GOCAL, pursuant to Streets and Highways Code §36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the GOTMD.

16. The GOTMD renewed pursuant to this Resolution will be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

17. The City Clerk, or his or her designee, is directed to take all necessary actions to complete the renewal of the GOTMD and to levy the assessments.

18. This Resolution shall take effect immediately upon its adoption by the Council.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2025.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

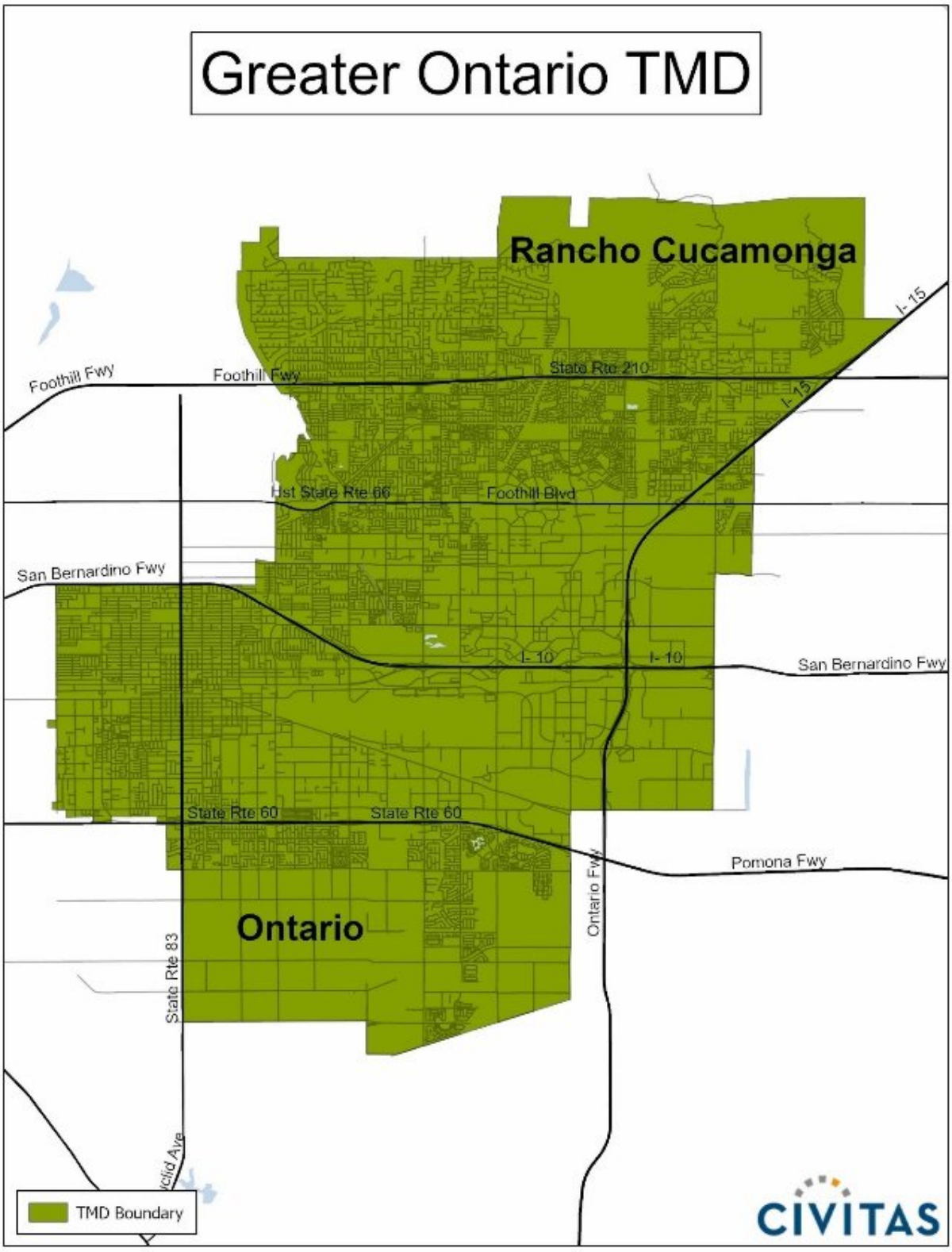
(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A
BOUNDARY MAP



GOCAL
GREATER ONTARIO CALIFORNIA









GREATER ONTARIO TOURISM MARKETING DISTRICT

MANAGEMENT DISTRICT PLAN

Prepared Pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code Section 36600 et seq.
MARCH 5, 2025

2028-2038

CONTENTS

I. Overview 3

II. Background 4

III. Accomplishments 5

IV. Boundary 7

V. Assessment Budget And Services 8

A. Annual Service Plan 8
B. Annual Budget 10
C. California Constitutional Compliance 10
D. Assessment 13
E. Interest And Overdue Charges 13
F. Time And Manner For Collecting Assessments 14

VI. Governance 15

A. Owners' Association 15
B. Brown Act And California Public Records Act Compliance 15
C. Annual Report 15

Appendix 1 – Law 16

Appendix 2 – Assessed Businesses 28

Prepared by
Civitas

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(800)999-7781
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GOCAL
GREATER ONTARIO CALIFORNIA

I. OVERVIEW

Developed by Greater Ontario area lodging businesses and the Greater Ontario Convention and Visitors Bureau dba GOCAL, the Greater Ontario Tourism Marketing District (GOTMD) is an assessment district proposed to continue to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The GOTMD was formed in 2013 for an initial five (5) year term and was subsequently renewed in 2018 for a ten (10) year term. Lodging businesses now wish to renew the GOTMD for an additional ten (10) year term.

Location: The renewed GOTMD includes all lodging businesses, including short-term rentals, existing and in the future, available for public occupancy within the boundaries of the cities of Ontario and Rancho Cucamonga (Cities), as shown on the map in Section IV.

Services: The GOTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales & Marketing and Tourism Development & Enhancement programs will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

Budget: The total GOTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately $6,000,000. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, and as businesses open and close.

Cost: The annual assessment rate is three percent (3%) of gross short-term sleeping room rental revenue. Because the marketing programs will not promote or seek certain stays, assessments will not be collected on revenue resulting from: stays of more than thirty (30) consecutive days; stays by any Federal officer or employee when on official Federal government business; nor on stays by any officer or employee of a foreign government who is exempt by express provision of Federal law or international treaty.

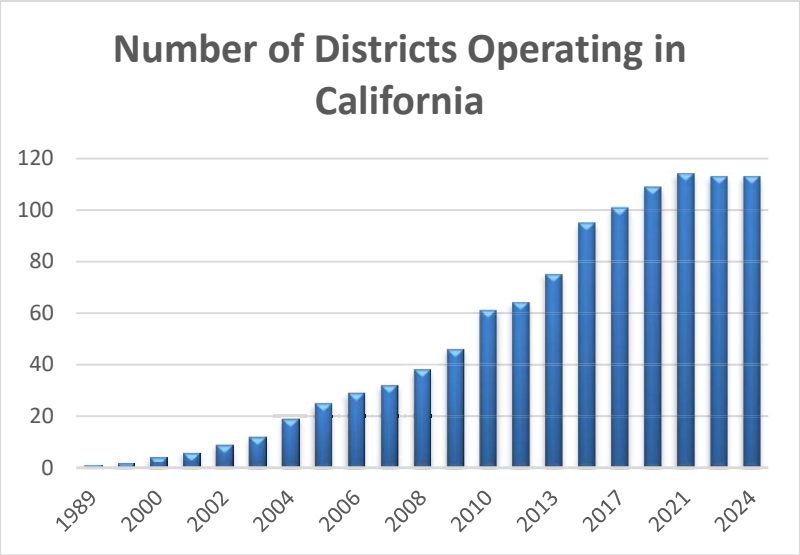
Collection: GOCAL or Cities will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each lodging business located in each respective jurisdiction. GOCAL and Cities shall take all reasonable efforts to collect the assessments from each lodging business.

Duration: The renewed GOTMD will have a ten (10) year life, beginning July 1, 2028, or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the GOTMD may be renewed pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq. (94 Law) if lodging business owners support continuing the GOTMD programs.

Management: GOCAL shall continue to serve as the GOTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the City Council.

II. BACKGROUND

Tourism Marketing Districts (TMDs) are an evolution of the traditional Business Improvement District. The first TMD was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Illinois, Minnesota, Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TMD laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TMD. Additionally, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TMDs without a state law.



California's TMDs collectively raise over $300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that the Greater Ontario area lodging businesses continue to invest in stable, commerce-specific marketing programs.

TMDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TMDs allow tourism business owners to organize their efforts to increase commerce. Lodging business owners within the TMD pay an assessment and those funds are used to provide services that increase commerce.

In California, most TMDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TMDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TMDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

III. ACCOMPLISHMENTS & FUTURE OUTLOOK

Since its formation, the GOTMD has played a pivotal role in strengthening and enhancing the local tourism economy to drive overnight visitation to assessed businesses. As the GOTMD looks ahead to its next chapter, this section highlights key accomplishments from the most recent term, and looks to the future for the renewed GOTMD.

The following charts illustrate the economic impact and tourism activity generated by the GOTMD over the past decade. The first chart demonstrates the total economic impact by fiscal year, while the second chart provides data on sales leads and room nights generated, showing the number of leads pursued and hotel room nights booked as a result of GOTMD efforts.

Fiscal Year	Economic Impact
2013-2014	$52M
2014-2015	$69M
2015- 2016	$97M
2016-2017	$94M
2017-2018	$95M
2018-2019	$92M
2019-2020	--------
2020-2021	$76.5M LOSS
2021-2022	$77.7M
2022-2023	$96.5M
2023-2024	$110M
	TOTAL $792.2M

Fiscal Year	Sales Leads	Room Nights Generated
2013-2014	325	58,584
2014-2015	316	49,417
2015-2016	290	54,540
2016-2017	389	65,937
2017-2018	383	65,937
2018-2019	295	39,456
2019-2020	--------	---------
2020-2021	58 DOWN 75%	No data due to COVID
2021-2022	350	60,009
2022-2023	425	59,000
2023-2024	320	87147

GOCAL is attracting new hotel development and increasing its hotel supply, with 5 new hotels in the works with the Ontario Planning Department. In addition, GOCAL will be experiencing anticipated growth in its tourism and convention assets to expand GOCAL's desirability as a tourism and convention destination. Hotels in development are:

- Hyatt House/Hyatt Place – 256 Rooms (anticipated opening in March/April 2026)
- Residence Inn A-Loft – 225 Rooms (anticipated opening in October 2026)
- Ontario Hotel – 650 Rooms (anticipated opening in Fall 2027)
- Hilton Hampton Inn – 124 (anticipated opening in Spring 2026)
- Everhome Suites – 113 Rooms (anticipated opening in Winter 2025)

Upon completion of the properties above, hotel rooms for the Greater Ontario area will increase by another 1,369 hotel inventory to a total of over 8,000 rooms.

In addition to the anticipated add of more hotels:

- Michael Krouse, President & CEO of GOCAL, led the CalTravel Association's Convention Centers Coalition for the reopening of convention center to begin hosting meetings and conventions and recovery for the industry. GOCAL received a grant for $974,768 combined from the US Department of Commerce Economic Development Administration to assist in those efforts of restoring the meetings and conventions.
- Plans are in the works to expand the Ontario Convention Center to include a 650-room headquarter hotel onsite and a newly constructed parking structure. Construction to begin in 2026.

- Ontario Convention Center has 300 active days per year and has attracted larger conventions for multiple years. This expansion to double the size of the center will allow us to secure meetings and conventions in a next higher tier in size. Coupled with new hotel products, this also supports our ability to grow in the meetings and convention sector.
- Route 66 Cruisin' Reunion, established in 2013, is a two-day classic car show that attracts enthusiasts from all over the country. Each year, we see an increase in classic car participants, and in 2024, an all-time record of over 1,300 cars were on display. This event attracts over 100,000 attendees from several states nationwide over the two days.
- The development of the 200-acre Ontario Sports Empire, a new minor league baseball stadium in South Ontario and future home of a minor league team and LA Dodger affiliate, will increase demand for overnight stays for the projected 1.4 million new visitors.
- The Adept project surrounding the Toyota Arena will be a world-class entertainment district with plans for a Performing Arts Center, open spaces and an outdoor concert venue, restaurants, dining, and a new hotel.
- Ontario International Airport continues to add domestic flights to destinations such as El Paso, Nashville, Washington DC, and Hawaii. The airport is working on future plans for expansion and development of a dedicated state-of-the-art international Terminal 3. Our convention center is located within one mile of the Ontario International Airport.
- Brightline West will provide high-speed rail service to and from Cucamonga Station in Rancho Cucamonga and Las Vegas in 2028, with connectivity to all of Southern California via Metrolink and Amtrak.
- Having established the Greater Ontario Sports and Entertainment Authority, we have dedicated sales and marketing staff booking and marketing to this specific growing industry for professional and youth sports of all kinds.
- Since 2013, we have produced over $1B in economic impact to our region.
- The State of the Region Event hosted annually at the Ontario Convention Center is a premier event for the region to discuss current statistics, provide an economic forecast for the coming year

learn about the dynamic strength of our economy, how to adapt to changing conditions, and build a network of forward-thinking professionals as we plan for the future.

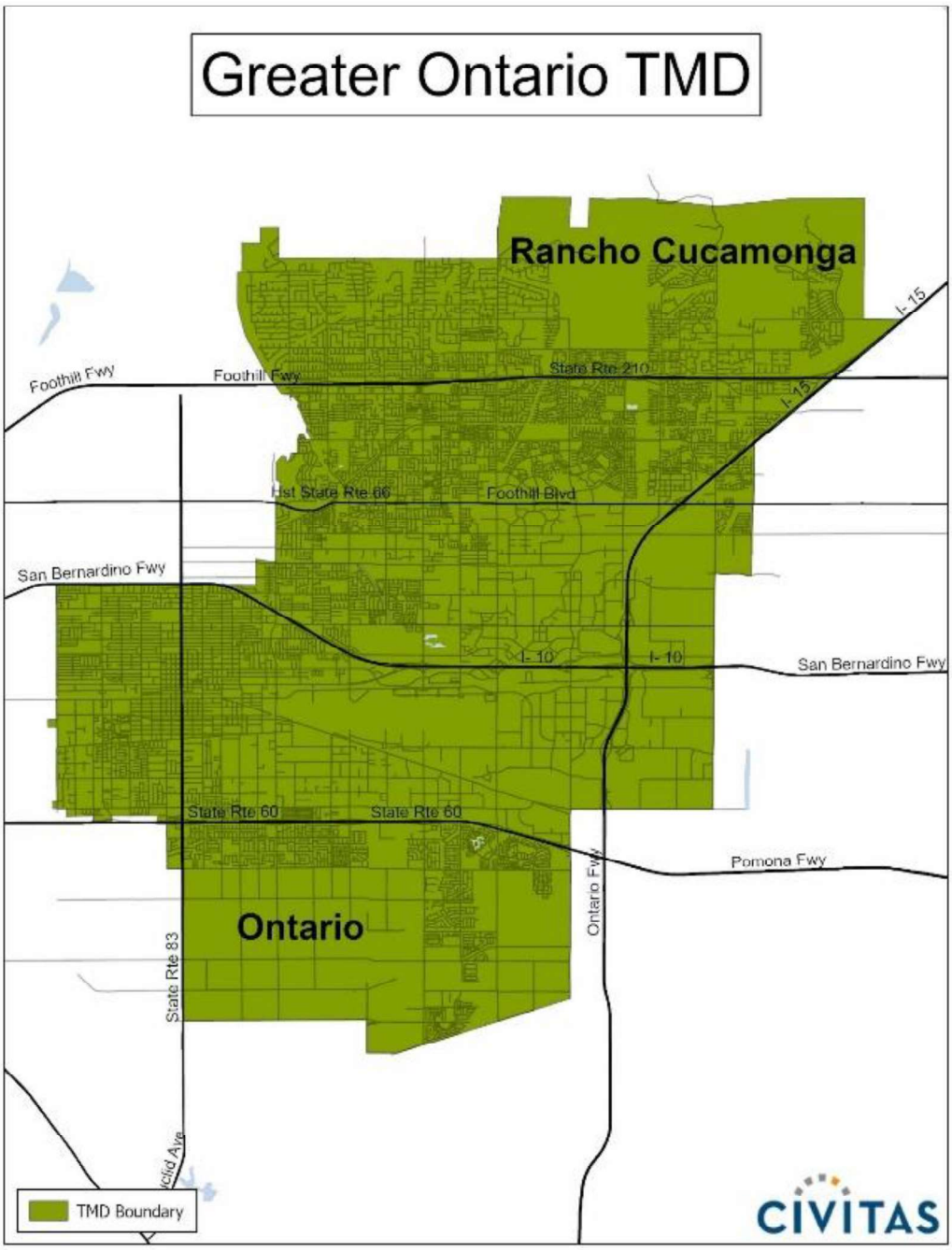
IV. BOUNDARY

The GOTMD will include all lodging businesses, including short-term rentals, existing and in the future, available for public occupancy within the boundaries of the Cities of Ontario and Rancho Cucamonga, as shown in the map below.

Lodging business definition: any structure, or any portion of any structure, which is occupied, or intended or designed for occupancy, by transients for dwelling, lodging, or sleeping purposes and shall include any hotel, inn, tourist home, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure, or portion thereof.

Short-term rental definition: a dwelling unit, or any portion thereof, that is rented by the host to another party for a period of not more than 30 consecutive days in exchange for any form of monetary or non-monetary compensation or consideration. "Short-term rental" shall include rental activity in which the host remains on the site of his or her primary residence throughout the duration of the guest's stay, rental activity in which the host remains off the site of his or her primary residence-site for some or all of the duration of the guest's stay, and rental activity that is not a primary residence, and which is available for temporary lodging, for compensation or any form of consideration. "Short-term rental" shall not include: single-room occupancy buildings and a dwelling unit for which a tenant has a month-to-month rental agreement and the rental payments are made on a monthly basis, or corporate housing.

A complete listing of assessed lodging businesses within the renewed GOTMD can be found in Appendix 2.



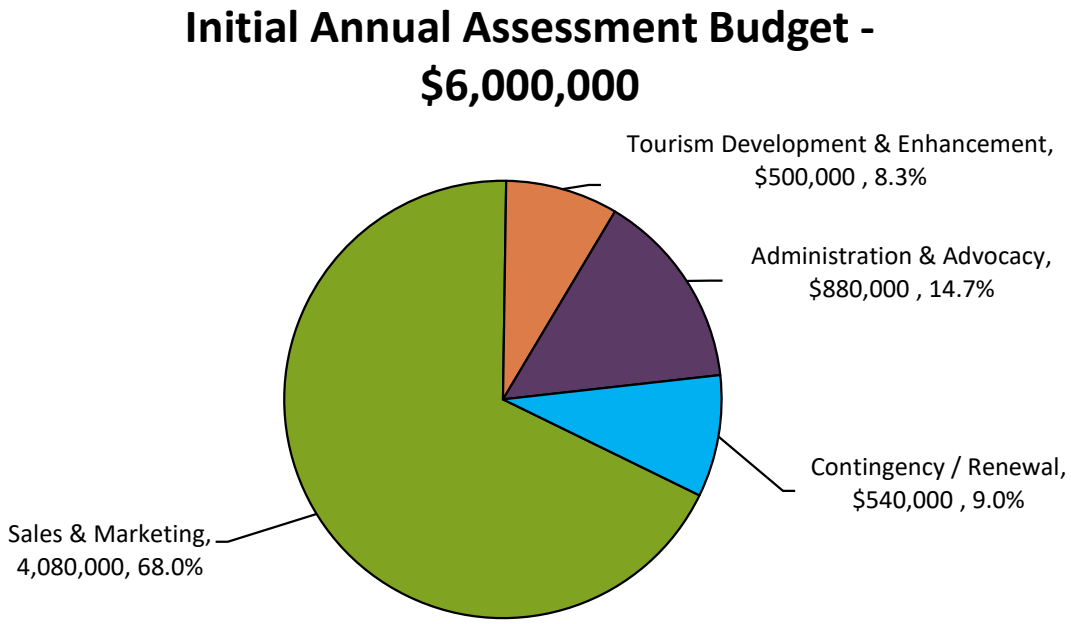
Total Square Miles: 90.21
Distance to Los Angeles: 37 Miles
Distance to Palm Springs: 72 Miles
Distance to San Diego: 113 Miles

V. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of Ontario (City) of conferring the benefits or granting the privileges. The privileges and services provided with the GOTMD funds are Sales & Marketing and Tourism Development & Enhancement programs available only to assessed businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget will be developed and approved by GOCAL. The chart below illustrates the initial annual assessment budget allocations. These activities and allocations will also apply in subsequent years. The total initial assessment budget is estimated to be $6,000,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the City and the GOCAL board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the GOTMD, any and all assessment funds may be used for the costs of defending the GOTMD.

Each budget category includes all costs related to providing that service. For example, the Sales & Marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the Administration & Advocacy portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by GOCAL on an as-needed basis.

Sales & Marketing

A Sales & Marketing program will promote assessed businesses as tourist, meeting, and event destinations. The Sales & Marketing program will have a central theme of promoting Ontario and Rancho Cucamonga as desirable places for overnight visits to leisure travelers and meeting planners. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Television ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Promotion and production of special events that draw overnight visitors to assessed businesses;
- Radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows to promote assessed businesses;
- Sales blitzes for assessed businesses;
- Familiarization tours of assessed businesses;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps featuring assessed businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed businesses;
- Market research to identify targets and opportunities to attract overnight visitors to assessed businesses;
- Incentivizing conferences and meetings to book at the destination to increase overnight visitation at assessed businesses.
- Partnership with both local, state and national tourism organizations to target key domestic and international markets to increase overnight visitation at assessed businesses;
- Development and implementation of a public relations and communications strategy, inclusive of social media outlets and press release distribution designed to drive overnight visitation at assessed businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses; and
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses

Tourism Development & Enhancement

A Tourism Development & Enhancement program will be designed to improve the visitor experience in an effort to increase overnight visitation at assessed lodging businesses and short-term rentals. It will provide potential funding for programs and initiatives based on criteria to be developed. The focus of the program will be on the entire destination brand footprint to ensure a consistent brand experience. The program may include the following activities, but is not limited to:

- A transportation program connecting hotels with points of interest, the airport and tourism assets, to increase room night sales and enhance the visitor experience;
- An ambassador program with stakeholders to improve the overall destination experience and encourage overnight visitation; and

- Operation of a California Welcome Center (WC) to provide visitor resources and ensure a consistent brand experience throughout the destination.

Administration & Advocacy
The Administration & Advocacy portion of the budget will be utilized to provide the activities and improvements for the GOTMD. These costs may include rent, telephone charges, legal fees, accounting fees, postage, administrative staff, insurance, and other general office expenses. A small portion of the budget may be utilized towards dedicated staff time to provide unified attention, communication and responsiveness throughout the GOTMD and provide a unified voice to represent the GOTMD's best interests.

Contingency / Renewal
A prudent portion of the budget will be allocated to a contingency fund, to account for lower than anticipated collections. If there are contingency funds collected and near the expiration of the GOTMD there are contingency funds remaining, and businesses wish to renew the GOTMD, the contingency funds may be used for renewal costs.

B. Annual Budget

The total ten (10) year assessment budget is projected at approximately $6,000,000 annually, or $60,000,000 through June 2038. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do and as businesses open and close.

C. California Constitutional Compliance

The GOTMD assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the GOTMD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the GOTMD, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted specific benefits directly to assessed businesses, and are intended only to provide specific benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the GOTMD. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the GOTMD and are narrowly tailored. GOTMD funds will be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in GOTMD programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses. Nothing in this Plan limits the ability of the

[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230
[2] Cal. Const. art XIII C § 1(e)(1)

Owners' Association to enter into private contracts with non-assessed lodging businesses for the provision of services to those businesses.

The assessment imposed by this GOTMD is for a specific benefit conferred directly to the payors that are not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for room night sales. The specific benefit of an increase in demand for room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with Sales & Marketing programs promoting lodging businesses paying the GOTMD assessment. The Sales & Marketing programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the Sales & Marketing programs that specifically benefit the assessed lodging businesses, the Administration & Advocacy and Contingency/Renewal services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although the GOTMD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the GOTMD are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

GOTMD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by GOCAL, and reports submitted on an annual basis to the City. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from GOTMD-funded activities, be featured in advertising campaigns, and benefit from other GOTMD-funded services. Non-assessed lodging businesses will not receive these, nor any other, GOTMD-funded services and benefits. The assessed lodging business list was compiled from records provided by each jurisdiction and complies with the requirements of the 94 Law. Pursuant to Streets and Highways Code Section 36615, the City Council's determination of ownership is final and conclusive, with no obligation to obtain other information.

The GOTMD-funded programs are targeted directly to benefit assessed businesses. It is, however, possible that there will be a spillover benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating

[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

those room nights shall be paid with non-GOTMD funds. GOTMD funds shall only be spent to benefit the assessed businesses and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

D. Assessment

The annual assessment rate is three percent (3%) of gross short-term sleeping room rental revenue. Because the marketing programs will not promote or seek certain stays, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any Federal officer or employee when on official Federal government business; nor on stays by any officer or employee of a foreign government who is exempt by express provision of Federal law or international treaty.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the businesses within the GOTMD, with costs allocated based on the proportional benefit conferred to each assessed business. Activities funded by the GOTMD, are specifically targeted to increase room nights at assessed businesses. All room night sales do not represent the same benefit to the payors. For example, a higher priced room night is of greater benefit than a lower priced room night because the assesses derive greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed businesses with higher priced room nights.

The term "gross sleeping room rental revenue" as used herein means: the consideration charged for the occupancy of space in a lodging business valued in money. Gross sleeping room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the GOTMD assessment is identified separately it shall be disclosed as the "GOTMD Assessment." As an alternative, the disclosure may include the amount of the GOTMD assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Interest and Overdue Charges

The GOTMD shall reimburse the Cities of Ontario and Rancho Cucamonga for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent GOTMD assessment are sought to be recovered in the same collection action by the Cities, the GOTMD shall bear its pro rata share of such collection costs.

1. Any business which fails to remit any assessment within thirty (30) days shall pay an overdue charge in the amount of one-half of one percent (0.5%) per day of the assessment due and owning in addition to the amount of the assessment.

2. Any business which fails to remit any delinquent assessment on or before a period of thirty (30) days following the date on which the assessment first became delinquent (or sixty [60] days after the initial due date) shall pay a second delinquency overdue charge in the amount of ten percent (10%) of the assessment due and owing in addition to the amount of the assessment and the one-half of one percent (0.5%) overdue charge first imposed pursuant to section 1 above.
3. If the collecting City determines that the non-payment of any assessment is due to fraud, an overdue charge in the amount of twenty-five (25%) of the amount of assessment due and owning shall be added thereto in addition to the overdue charges set forth in section 1 and 2 above.
4. In addition to the overdue charges imposed, any business which fails to remit any assessment shall pay interest at the rate of one-half of one percent (0.5%) per month, or fraction thereof, on the amount of the assessment due and owing, exclusive of overdue charges, from the date on which the assessment first became delinquent until paid.

F. Time and Manner for Collecting Assessments

The GOTMD assessment will be implemented beginning July 1, 2028 or as soon as possible thereafter, and end ten (10) years from its start date. The Cities or GOCAL will be responsible for collecting the assessment on a monthly basis (including any delinquencies, overdue charges and interest) from each assessed lodging business located in their respective jurisdictions. GOCAL and Cities shall take all reasonable efforts to collect the assessments from each lodging business within the GOTMD.

1. GOCAL and/or Cities shall make all reasonable efforts to enter into an agreement with all Hosting Platforms to collect and remit the GOTMD assessment on behalf of assessed businesses using the hosting platform.

2. An assessed business, using a Hosting Platform, reserves the right to have the Hosting Platform collect the assessment based on information supplied by the assessed business, and remit such assessment to the assessed business for ultimate reporting and remittance by the assessed business to GOCAL and/or Cities. In such case, the Hosting Platform, upon request from GOCAL and/or Cities, and not more than once per consecutive twelve-month period, shall provide GOCAL and/or Cities with copies of documentation related to assessed business which have provided acknowledgement of its obligation to collect all assessments owed on a gross short-term room rental revenue and to remit and report any assessments collected directly to GOCAL and/or Cities.

VI. GOVERNANCE

A. Owners' Association

The Ontario City Council, through adoption of this Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the GOTMD as defined in Streets and Highways Code §36612. The Ontario City Council has determined that GOCAL will continue to serve as the Owners' Association for the GOTMD.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

GOCAL shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2023 EXTRA SESSION CH 1, 2023 REGULAR SESSION CH. 890***
(ALL 2023 LEGISLATION)

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5 Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:
(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit" [Effective January 1, 2023]

(a) "Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) "Special benefit" also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3 Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities

and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.
(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.
(g) The time and manner of collecting the assessments.
(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
(i) The proposed time for implementation and completion of the management district plan.
(j) Any proposed rules and regulations to be applicable to the district.
(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
(m) Any other item or matter required to be incorporated therein by the city council.

<u>36623.</u> Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be

mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the

district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3: Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of the resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

36638. Assessment as government improvised fee on Civ C § 1770 transaction [Operative July 1, 2024]

(a) A business assessment pursuant to this part is a fee imposed by a government on the transaction for purposes of paragraph (29) of subdivision (a) of Section 1770 of the Civil Code.
(b) This section shall become operative on July 1, 2024.

CHAPTER 3.5 Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks–Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by

applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

LODGING BUSINESS	ADDRESS	CITY, STATE ZIP
205 N EUCLID LLC	203 N Euclid Ave 1B	Ontario CA 91762
205 N EUCLID LLC	203 N Euclid Ave 6A	Ontario CA 91762
205 N EUCLID LLC	203 N Euclid Ave 8	Ontario CA 91762
AARON LI	2720 Eagle Creek Pl	Ontario CA 91761
ABEL II MORA	223 S Bermuda Dunes St	Ontario CA 91762
ABEL MORA	8890 Church St	Rancho Cucamonga CA 91730
AIDA SEGURA	2902 Palomino Ct	Ontario CA 91761
Airport Stay Motel	1211 North Grove Avenue	Ontario CA 91764
ALFRED T FONG	2550 E Canterbury Trail	Ontario CA 91761
ALLEN PENG	541 N Vine Ave	Ontario CA 91762
Aloft Ontario-Rancho Cucamonga	10480 Fourth Street	Rancho Cucamonga CA 91730
American Inn	755 North Euclid Avenue	Ontario CA 91762
ANGEL T TONGCO	3159 Clover Ln	Ontario CA 91761
ANNETTE DUSSETT	11149 Summerside Ln	Rancho Cucamonga CA 91701
Armendariz Family Living TR 12/16/22	2632 E Dunes St	Ontario CA 91761
Ayres Suites at the Mills Mall	4370 Mills Circle	Ontario CA 91764
Azure Hotel & Suites Ontario Airport	1945 East Holt Boulevard	Ontario CA 91761
Baymont Inn & Suite Ontario	1655 East 4th Street	Ontario CA 91764
BENJAMIN BINLING CHEN	2246 Loggers Ln	Ontario CA 91762
BENNY ANTHONY RAMIREZ AGUILAR	1446 N Campus Ave	Ontario CA 91764
Best Ontario Inn	1045 West Mission Boulevard	Ontario CA 91762
Best Western Ontario Airport	209 North Vineyard Avenue	Ontario CA 91764
Best Western Ontario Mills Mall	4395 Ontario Mills Parkway	Ontario CA 91764
Best Western Plus Heritage Inn	8179 Spruce Ave.	Rancho Cucamonga CA 91730
BING JIANG	2614 GARFIELD AVE	Ontario CA91761
BINGWU GENG	559 E ROSEWOOD CT	Ontario CA 91764
BOWEN LI	608 E Joseph Privado	Ontario CA 91761
BRANDI GREWAL	6009 JADEITE AVE	Alta Loma CA 91737
Bright Star Motel	1530 West Mission Boulevard	Ontario CA 91762
CAI LIVING TRUST	6322 Semillon Pl	Rancho Cucamonga CA 91737
Canden HEUTON	2637 S Quaker Ridge Pl	Ontario CA 91761
Candlewood Suites	1818 East Holt Boulevard	Ontario CA 91761
Capri Inn	1217 East Holt Boulevard	Ontario CA 91764
CATHY WANG	105 E Rosewood Ct	Ontario CA 91764
Chan Phoebe Family Trust 2/11/12	704 W Granada Ct	Ontario CA 91762
CHEAN NANCY & MICHAEL FAM TR	908 W 4TH ST	Ontario CA 91762
CHESTER GILCHRIST	1004 W PRINCETON ST	Ontario Ca 91762
Cheung Family Revocable Trust 8/19/1	845 Virginia Ave	Ontario CA 91764
Cheung Family Revocable Trust 9/19/1	638 W Harvard Pl	Ontario CA 91762
CHRISTIAN TAI	3684 Hyche Ave	Ontario CA 91761
Christmas House Bed and Breakfast Inn	9240 Archibald Avenue	Rancho Cucamonga CA 91730
CHU-JAN CHENG	10460 Alta Loma Dr	Rancho Cucamonga CA 91737

CHUNHUA LI	2476 Salem St	Ontario CA91761
CLEMONS CARMEN REVOCABLE TRUST 4/20	5219 Cartilla Ave	Rancho Cucamonga CA 91737
Comfort Inn & Suites	3333 Shelby Drive	Ontario CA 91764
Comfort Suites	1811 E. Holt Blvd.	Ontario CA 91761
Country Inn	2359 South Grove Avenue	Ontario CA 91761
Country Inn & Suites - Ontario Mills	4674 E. Ontario Mills Pkwy	Ontario CA 91764
Courtyard by Marriott Rancho Cucamonga	11525 Mission Vista Dr.	Rancho Cucamonga CA 91730
CRT FAMILY TRUST 2/5/13	1105 S Elderberry Ave	Ontario CA 91762
CRYSTAL EARWOOD	6963 SHAMROCK LN	ALTA LOMA CA 91701
D & R TRUST	3674 S HYCHE AVE	Ontario CA 91761
DANIEL T JR CLARK	5554 Glen Ridge Ct	Rancho Cucamonga CA 91739
DANIEL VASQUEZ	11618 Mt Hood Ct	Rancho Cucamonga CA 91737
DANIEL YANG	2465 E Bennington St	Ontario CA 91761
DARRYL R LEVESQUE	1016 E I St	Ontario CA 91764
Days Inn	1405 East 4th Street	Ontario CA 91764
DEJUN XU	5400 Stoneview Rd	Rancho Cucamonga CA 91739
Delta Hotels by Marriott	2200 East Holt Boulevard	Ontario CA 91761
DEYANIRA REQUENES	9949 Meadowood Dr	Rancho Cucamonga CA 91737
Doubletree by Hilton Ontario Airport	222 North Vineyard Avenue	Ontario CA 91764
DO-YOUNG PARK	8623 Adega Dr	Rancho Cucamonga CA 91730
DX FAMILY TRUST	750 W Hollowell St	Ontario CA 91762
Economy Inn	2301 South Euclid Avenue	Ontario CA 91762
Element Ontario	900 Via Piemonte	Ontario CA 91764
Embassy Suites Ontario	3663 East Guasti Road	Ontario CA 91761
ERIC JAMES HONANIE	1309 W Mission Dr 81	Ontario CA 91762
Express Inn & Suites	1150 North Grove Avenue	Ontario CA 91764
Extended Stay America #911	3990 East Inland Empire Boulevard	Ontario CA 91764
Fairfield Inn and Suites	9550 Pittsburgh Avenue	Rancho Cucamonga CA 91730
FENG ZHU YI	4345 S Amherst Ave	Ontario CA91762
Four Points Rancho Cucamonga	11960 Foothill Blvd.	Rancho Cucamonga CA 91739
FRANCISCO JAVIER MEZA	307 W 6th St	Ontario CA 91762
FRANCISCO PILA	300 N Allyn Ave	Ontario CA 91764
GABRIEL SANCHEZ	1138 S Greenwood Ave	Ontario CA 91761
GARDUNO MARIA RODRIGUEZ LIV TR 9/9	2107 S Euclid Ave	Ontario CA 91762
GEORGINA MILANES FONTANILLA	9472 Sunglow Ct	Rancho Cucamonga CA 91730
GEORGINA MILANES FONTANILLA	9472 Sunglow Ct	Rancho Cucamonga CA 91730
GUANG SHOU LIN	1609 E DEODAR ST	Ontario CA 91764
HAI ZHU	818 W Bonnie Brae Ct	Ontario CA 91762
HAICHUCK ZHANG	9743 Woodleaf Dr	Rancho Cucamonga CA 91737
HAIFENG WANG	13215 River Oaks Dr	Rancho Cucamonga CA 91739
HAIZHU LIN	4835 S Monarch Pl	Ontario CA 91762
Hampton Inn & Suites - Ontario	4500 East Mills Circle	Ontario CA 91764
Hampton Inn & Suties Rancho Cucamonga	11669 Foothill Blvd	Rancho Cucamonga CA 91730
HANA A AL JABARI	11700 BRANDYWINE PL	Rancho Cucamonga CA 91730

HAO ZHANG	7032 Avenida Leon	Rancho Cucamonga CA 91701
HARDY NGUYEN	12409 HARWICK DR	Rancho Cucamonga Ca 91739
HARDY NGUYEN	13198 FIRESTONE DR	Rancho Cucamonga CA 91739
HDK GROUP LLC	2440 E Salem St	Ontario CA 91761
HENRY KE	2238 Loggers Ln	Ontario CA 91762
Heritage Inn of Rancho Cucamonga	11481 Mission Vista Dr.	Rancho Cucamonga CA 91730
Holiday Inn Express & Suites Ontario	2280 South Haven Ave.	Ontario CA 91761
Holiday Inn Express Hotel & Suites	9589 Milliken Ave.	Rancho Cucamonga CA 91730
Holiday Inn Ontario	2155 E. Convention Center Way	Ontario CA 91764
HOLLY QIAOYI HUANG	3342 S NEWTON AVE	Ontario CA 91761
Homewood Suites RC	11433 Mission Vista Dr.	Rancho Cucamonga CA 91730
HONG BAO	9153 CANDLEWOOD ST	Rancho Cucamonga CA 91730
HONG CHU	7676 Marine Ave	Rancho Cucamonga CA 91730
HONGWEI SHI	9596 SEASONS DR	Rancho Cucamonga Ca 91730
Hotel d'Lins	3400 East Shelby Street	Ontario CA 91764
Hotel Hacienda	2425 South Archibald Avenue	Ontario CA 91761
Hotel Seville	2441 South Euclid Avenue	Ontario CA 91762
Hyatt Place Ontario	4760 East Mills Circle	Ontario CA 91764
ICE BLUE LLC	1672 E Harvard Pl A	Ontario CA 91764
ICE BLUE LLC	1672 E Harvard Pl B	Ontario CA 91764
I-CHUN CHEN	604 W Bonnie Brae Ct	Ontario CA 91762
IM STILL WITH YOU TRUST 5/2/22	4381 Amherst Ave	Ontario CA 91762
IWINI SURROGACY INC	1153 Whittlers Pl	Ontario CA 91762
JENNY LI	3954 E Catalina St	Ontario CA 91761
JIA WANG	1013 S EUCLID AVE	Ontario Ca 91762
JIAHAO WU	2938 E Arbor Ln	Ontario CA 91762
JIAHUI HUANG	938 W GRANADA CT	Ontario CA 91762
JIAMING LIU	768 W H St	Ontario CA 91762
JIANLI WANG	10663 ORANGE BLOSSOM DR	Rancho Cucamonga CA 91730
JIANLI WANG	8602 Stoneside Dr	Rancho Cucamonga CA 91730
JIASHUN JI	2714 S Garfield Ave	Ontario CA 91761
JILL HUANG WONG	321 E Maple St	Ontario CA 91761
JINGTAO GAO	5090 S CENTENNIAL CIR	Ontario CA 91762
JINGTAO GAO	5090 S CENTENNIAL CIR EAST	Ontario CA 91672
JOANNA D TSAI	11450 Church Street 9	Rancho Cucamonga CA 91730
JORGE RAFAEL GUERRERO MAYO	13178 CHATHAM DR	Rancho Cucamonga CA 91739
JOSEPH C NG	11241 Terra Vista Pkwy	Rancho Cucamonga CA 91730
JOSEPH XANO & ADELE REV T WANG & TAN	926 W HAWTHORNE ST	Ontario CA 91762
JOSEPH XANO WANG	1749 E Yale St	Ontario CA 91764
JUMING SUN	9821 La Vine Ct	Rancho Cucamonga CA 91701
JUNG KAI LAI	6868 Aberdeen Ct	Rancho Cucamonga CA 91739
KATHY A MADISON	3266 Sweetwater Dr	Ontario CA 91761
KEITH DION BRATTON	944 Divino Privado N 64	Ontario CA 91764
KE-JIA YU	3255 S Newton Ave	Ontario CA 91761
KENNY CHEN	10311 FINCH ST	Rancho Cucamonga CA 91737

Kittitod Pongvattanasomporn	6767 RAMONA AVE	Alta Loma Ca 91701
Konomi Marie LLC	2164 E Alondra St	Ontario CA 91764
KRISTINE SUZANNE ESCUJURI	7710 EASTWOOD AVE	Rancho Cucamonga CA 91730
KUN SHI	11002 Getaway Dr	Rancho Cucamonga CA 91730
La Quinta Inn & Suites #170	3555 E. Inland Empire Boulevard	Ontario CA 91764
LAI YIM WONG	315 N Marin Privado	Ontario CA 91764
LAI YIM WONG	6584 Vianza Pl	Rancho Cucamonga CA 91701
LAZARUS SAINT FAMILY TRUST 12/29/16	7639 Archibald Ave 7645	Rancho Cucamonga CA 91730
Le Doux Jennifer Revocable TR 6-26	125 E H St	Ontario CA 91764
LI LI	552 E Hawthorne St	Ontario CA 91764
LI LI	558 E HAWTHORNE ST A	Ontario CA 91764
LIAN HUANG	203 W G St	Ontario CA 91762
LIU DONGMEI	4014 E Catalina St	Ontario CA 91761
LIUTAO TANG	8510 Monte Vista St	Alta Loma California 91701
Lotus Inn & Suites	724 South San Antonio Avenue	Ontario CA 91762
MAJID REZA ZEREHI	740 Camalot Ct	Ontario CA 91762
MARIO PEREZ	1453 E RIVERSIDE DR	Ontario Ca 91761
MAT HO	13062 MALVASIA WAY	Rancho Cucamonga CA 91739
MAURICIO GARCIA RECILLAS	540 E D St	Ontario CA 91764
Mayfair Inn	1120 East Holt Boulevard	Ontario CA 91761
MEI LI	2819 S Euclid Ave	Ontario CA 91761
MEIRONG DENG	9313 Valley View St	Rancho Cucamonga CA 91737
MENG-HSIEN SUN	715 E Boxwood Ct	Ontario CA 91761
Metaverse Kingdom Castle LLC	3099 E Arbor Ln	Ontario CA 91762
MICHAEL CARR BARRON	2884 E La Avenida Dr	Ontario CA91761
MICHAEL WILLIAMS	6351 CARNABY CT	Rancho Cucamonga CA 91739
MICHELE CHADEAYNE	219 E GRANADA CT	Ontario Ca 91764
MICHELLE MA	1369 S EUCLID AVE	Ontario CA 91762
MICHELLE QIAOLI XU	1985 E Harvard Privado A	Ontario CA 91764
MIGUEL A JR NAJERA	1516 W Stoneridge Ct	Ontario CA 91762
MINA MICHAEL	2638 S CALAVERAS PL	Ontario Ca 91761
MINYANG WANG	4892 S Jordan Ave	Ontario CA 91762
Mission Motel	1514 W. Mission Boulevard	Ontario CA 91762
Moreno Family Trust 10/27/23	951 E D ST	Ontario CA 91764
Motel 6 Ontario Airport	1560 East 4th Street	Ontario CA 91764
Mountain Inn	2289 South Mountain Avenue	Ontario CA 91762
NADINE ROUFAIL SAMAAN	12183 Appian Dr	Rancho Cucamonga CA 91739
New Kansan Motel	9300 Foothill Blvd.	Rancho Cucamonga CA 91730
Ontario Airport Hotel	700 North Haven Avenue	Ontario CA 91764
Ontario Airport Inn	1801 East G Street	Ontario CA 91764
Ontario Golden Bear Inn	661 West Holt Boulevard	Ontario CA 91762
Ontario Motor Inn	1522 W Mission Blvd	Ontario CA 91762
Ontario SpringHill Suites	3595 E. Guasti Rd.	Ontario CA 91761
Pepper Tree Motel	1241 East Holt Boulevard	Ontario CA 91761
PING LUO	6235 VALINDA AVE	Rancho Cucamonga CA 91737

QIHE CHEN	543 W Francis St	Ontario CA 91762
Quality Inn Ontario Airport	514 North Vineyard Avenue	Ontario CA 91764
Ramada Ontario Airport	1841 East G Street	Ontario CA 91764
Rancho Cucamonga Garden Inn	11481 Mission Vista Drive	Rancho Cucamonga CA 91730
Rancho Motel	1440 West Mission Boulevard	Ontario CA 91762
RAQUEL BIANCA ACOSTA	1159 W E St	Ontario CA 91762
RAYMOND CALDERON	1004 W YALE ST	Ontario Ca 91762
RC DICKSON TRUST 7/11/22	723 W Camalot Ct	Ontario CA 91762
Red Carpet Motel	1117 North Baker Avenue	Ontario CA 91764
Residence Inn Ontario	2025 E. Convention Center Way	Ontario CA 91764
Residence Inn-Rancho Cucamonga	9299 Haven Avenue	Rancho Cucamonga CA 91730
RICHARD OPPELAAR	551 E H St	Ontario CA 91764
ROCHA EDUARDO & ADRIANA FAM TR 2/16	7376 Reserve Pl	Rancho Cucamonga CA 91739
Rodeway Inn - Ontario Mills Mall	4075 East Guasti Road	Ontario CA 91761
RUBY Khanal	4491 S GRANT PASEO	Ontario CA 91762
RUI JIAN	2942 S Halton	Ontario CA 91761
Sands Motel	1240 West Mission Boulevard	Ontario CA 91762
SEN LI	1403 N Amador Ave	Ontario CA 91764
SHARIF S WAFFIN	9404 Somerset Dr	Rancho Cucamonga CA 91701
SHEN KUO HSU	13858 Nash Dr	Rancho Cucamonga CA 91739
Sheraton Ontario Airport	429 North Vineyard Avenue	Ontario CA 91764
SHILONG LEI	963 Orchard Ln	Ontario CA 91764
Sol Investments & Solutions Inc	720 N ALAMEDA AVE	Ontario CA 91764
Star Motel	1250 West Mission Boulevard	Ontario CA 91762
STEVENS FAMILY TRUST 1/4/19	4869 S MONARCH PL	Ontario Ca 91762
Studio 6	231 North Vineyard Avenue	Ontario CA 91764
SureStay (Fromerly Fairfield Inn by Marriott)	3201 East Centrelake Drive	Ontario CA 91761
TAM NGOC NGUYEN	751 W Holt Blvd	Ontario CA 91762
TownePlace Suites	9625 Milliken Ave.	Rancho Cucamonga CA 91730
USA LUCKY BABY INC	6998 ETIWANDA AVE	Rancho Cucamonga CA 91739
Vandermeer Alan & Isabel Rev TR 9/2	6689 Sevilla Pl	Rancho Cucamonga CA 91739
Wayne Tung	3739 Pinto Pl	Ontario CA 91761
WEI XIE	1456 E Merion Ct	Ontario CA 91761
WEICE CHEN	12792 N Rim Way	Rancho Cucamonga CA 91739
WEIJIE XIE	501 E Princeton St	Ontario CA 91764
WENDY ELIZABETH BELTRAN	735 N Imperial Ave	Ontario CA 91764
WENQING CUI	846 W CHESTNUT ST	Ontario Ca 91762
WENYIN ZHANG	4714 S JASMINE LN	Ontario CA 91762
WING LUN NG	1952 E Brookside Dr	Ontario CA 91761
WING LUN NG	2242 S Augusta Pl	Ontario CA 91761
WING LUN NG	734 E J ST	Ontario CA 91764
WOLE A ADEGOKE	6229 LAUREL BLOSSOM PL	Rancho Cucamonga CA 91739
XIANXING JIANG	6132 CELESTITE AV	Rancho Cucamonga CA 91701
XIAO HUANG	4061 E LUNA PASEO 31	Ontario CA 91764
XIAOFANG XIONG	642 W H St	Ontario CA 91762

XIAOGANG SHI	2633 E Clara Ln	Ontario CA 91762
XIAOLING YU	11159 ST TROPEZ DR	Rancho Cucamonga CA 91730
XIAOMIN XIAN	214 E F St	Ontario CA91764
XIAOYU ZHANG	1824 S Fern Ave	Ontario CA 91762
XIN ZUO	2492 E WILLIAMSBURG LN	Ontario Ca 91761
XU YANHUA FAMILY TRUST	709 W CEDAR ST	Ontario CA 91762
YAN RONG ZHENG	8960 LARAMIE DR	RANCHO CUCAMONGA CA 91737
YANJUN YANG	9370 Valley View St	Rancho Cucamonga CA 91737
YANVESTMENT	1924 S Helen Ave	Ontario CA91762
YANYING SUN	5595 Malachite Ave	Alta Loma CA 91737
YAO CHEN	12258 MOUNTAIN ASH CT	Etiwanda CA 91739
YI Y ROBERTS	14066 Glendale Ct	Rancho Cucamonga CA 91739
YING REN	9703 La Vine Ct	Rancho Cucamonga CA 91701
YIQIAN ZHOU	213 E F ST	Ontario CA 91764
YU & CHIU FAMILY TRUST 03/06/08	10663 WILDROSE DR	Rancho Cucamonga CA 91730
YUGUANG YUAN	3275 E BUTTERFLY LN	Ontario CA 91762
YUSHENG NI	9387 Shadowgrove Dr	Rancho Cucamonga CA 91730
YUYA SUZUKI	4853 S PRINCE WAY	Ontario CA 91762
ZHIQIANG QI	9206 Placer St	Rancho Cucamonga CA 91730
ZIHUAN LIU	1125 East E Street	Ontario CA 91764
ZILIANG GU	1711 E Hawthorne St	Ontario CA 91764
ZIYOU HUANG	9553 HAMMOCK PL	RANCHO CUCAMONGA CA 91730

Jurisdiction list as of December 2024.

CITY OF ONTARIO *Agenda Report* **May 20, 2025**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Human Resources Prepared By: Reed Sigler Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 24

SUBJECT: APPROVAL OF A SIDE LETTER AMENDING THE MEMORANDUM OF UNDERSTANDING FOR THE ONTARIO PROFESSIONAL FIREFIGHTER ASSOCIATION IN ACCORDANCE WITH MODIFICATIONS REQUIRED BY CALPERS

RECOMMENDATION: That the City Council, by motion, adopt a Resolution to approve a side letter amending the City of Ontario ("City") and Ontario Professional Firefighter Association ("OFFA") Memorandum of Understanding from July 1, 2023 to June 30, 2027 in accordance with modifications required by the California Public Employees Retirement System (CalPERS) to ensure that pension benefits are properly calculated.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The recommended action has no direct fiscal impact as the Memorandum of Understanding modifications coincide with the City's current practice of reporting special compensation for employees represented by the Ontario Professional Firefighters Association.

BACKGROUND & ANALYSIS: The proposed Resolution related to amending the current Memorandum of Understanding for OFFA is recommended as a result of the review from CalPERS of reportable compensation for employees recently retired from active service in accordance with the California Public Employees' Retirement Law. CalPERS indicated that modifications to sections in the OFFA Memorandum of Understanding are required to coincide with the City's practice in reporting special compensation to CalPERS. The modifications requested in the proposed Resolution and side letter are to include language to identify the calculation of special compensation, including the calculation of Heavy Equipment Operator, Aircraft Rescue & Firefighting (ARFF) Assignment, Longevity, and Holiday pay. To ensure compliance, the City met with OFFA to discuss the proposed changes and approve the modifications. The Resolution and side letters will help ensure that special compensation items reported by the City to CalPERS are included in the calculation of pension benefits for retirees as intended by the City.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A SIDE LETTER AMENDING THE MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ONTARIO PROFESSIONAL FIREFIGHTERS ASSOCIATION.

WHEREAS, the City of Ontario ("City") and the Ontario Professional Firefighters Association, Local 1430 I.A.F.F. (OFFA) entered into a memorandum of understanding from July 1, 2023 through June 30, 2027 ("MOU") to outline the agreement between the parties regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the California Public Employees Retirement System ("CalPERS") conducted a review of the reported compensation for several retiring City employees and instructed the City to make certain modifications to the MOU in order to ensure that reported special compensation items were included in pension benefit calculations.

NOW THEREFORE, be it resolved the City Council hereby finds and determines the following:

SECTION 1. That the City Council hereby approves a side letter amending the MOU, incorporated herein by reference and enclosed as Exhibit "A" ("side letter"), which incorporates the modifications suggested by CalPERS.

SECTION 2. That the City Council hereby authorizes the City Manager to execute said side letter on behalf of the City.

SECTION 3. This Resolution shall become effective upon its adoption.

SECTION 4. The City Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 20, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 20, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)