CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
MARCH 5, 2024

City Hall
303 East B Street, Ontario, CA 91764

MAYOR PAUL S. LEON • MAYOR PRO TEM DEBRA DORST-PORADA
COUNCIL MEMBERS ALAN D. WAPNER, JIM W. BOWMAN AND RUBEN VALENCIA

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.

Comments will be limited to 3 minutes. 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.

ACCOMODATIONS

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

Dorst-Porada, Wapner, Bowman, Valencia, Mayor/Chairman Leon

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.

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Council/Housing Authority meeting is limited to a maximum of 3 minutes for each speaker and comments will be 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 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APNs: 1048-564-03, 1048-564-04,1048-564-05, 1048-564-06; 121-143 North Euclid Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: LAB-CO LLC; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APNs: 1047-543-20, 1047-543-30, 1047-543-31; 315-405 East Fourth Street and 406 East Harvard Place; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: C.C. Graber Co.; Under negotiation: Price and terms of payment.

ATTACHMENT: 20240305 Closed Session

PLEDGE OF ALLEGIANCE

Mayor pro Tem Dorst-Porada

INVOCATION

Pastor Daniel Ventura, Ontario United Reformed 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 with each speaker given a maximum of 3 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.

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.

Each member of the public wishing to address the City Council on items listed on the Consent Calendar will be given a total of 2 minutes.

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1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of February 6, 2024, and approving same as on file in the Records Management Department.

ATTACHMENT: 20240206 Minutes (Not official until approved)

2. BILLS & PAYROLL

Bills February 2, 2024 through February 15, 2024, and Payroll January 28, 2024 through February 10, 2024.

3. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH POPULOUS, INC. FOR ADDITONAL MASTER PLANNING SERVICES FOR THE PROPOSED MINOR LEAGUE BASEBALL STADIUM AND PARKING STRUCTURE PROJECT, AND AN AMENDMENT TO THE ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH TILDEN-COIL CONSTRUCTORS, INC. FOR CONSTRUCTION MANAGEMENT MULTI-PRIME SERVICES FOR THE ONTARIO SPORTS COMPLEX PROJECT

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute Amendment No. 1 to the Design Services Agreement with Populous, Inc., of Los Angeles, California, to provide additional Master Planning Services for the Proposed Minor League Baseball Stadium and Parking Structure Project in the amount of $2,987,375 for a total not-to-exceed contract amount of $9,775,010; and

B. Authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Tilden-Coil Constructors, Inc., of Riverside, California, to provide Construction Management Multi-Prime Services for the mass grading of the entire 192-acre site, construction management for the offsite infrastructure construction, and the additional scope added to the Proposed Minor League Baseball Stadium and Parking Structure in the amount of $14,813,944 for a new not-to-exceed contract amount of $18,352,944 and to extend the contract term until October 27, 2027.

ATTACHMENT: Populous Amendment 1.pdf
ATTACHMENT: Tilden-Coil Amendment 2.pdf

4. FISCAL YEAR 2023-24 MID-YEAR BUDGET UPDATE REPORT

That the City Council approve the budget adjustments and recommendations as presented in the Fiscal Year 2023-24 Mid-Year Budget Update Report (Exhibit A).

ATTACHMENT: FY 2023-24 Mid-Year Budget Update Report_EXHIBIT A.pdf

5. A SERVICE AND SOFTWARE LICENSING AGREEMENT WITH ACCELA, INC. TO UPGRADE THE CITY'S LAND MANAGEMENT SOFTWARE SYSTEM

That the City Council authorizes the City Manager or his designee to execute an Agreement with Accela, Inc., of San Ramon, California, to upgrade the City's land management software system, in an amount not-to-exceed $3,041,548.

ATTACHMENT: Accela-Subscription-Services-Agreement
ATTACHMENT: SOW - Ontario CA - SaaS Migration 1.21 (002).pdf

6. AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR ON-CALL PROJECT MANAGEMENT SERVICES

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 Transtech Engineers, Inc. (Transtech), of Chino, California, for on-call Project Management Services for the Concession Stand Remodel at Latimer Field in an amount of $7,040 for a total not-to-exceed contract amount of $1,146,000; and
B. Authorize the City Manager or his designee to execute Amendment No. 3 to the Professional Services Agreement with Transtech, of Chino, California, for on-call Project Management Services in an amount of $150,000 for a total not-to-exceed contract amount of $1,296,000.

ATTACHMENT: Amendment No. 2 - Transtech Engineers, Inc..pdf
ATTACHMENT: Amendment No. 3 AA.pdf

7. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC. FOR ON-CALL GEOTECHNICAL CONSULTING, MATERIALS TESTING, AND SPECIAL INSPECTION SERVICES

That the City Council authorize the City Manager or his designee to execute Amendment No. 4 to the Professional Services Agreement with Kleinfelder, Inc., of Ontario, California, to provide on-call geotechnical consulting, materials testing, and special inspection services for the City Hall Expansion - Parking Structure Project in the amount of $461,981 for a total contract amount not-to-exceed $928,535.

ATTACHMENT: Amend 4 Kleinfelder City Hall Parking Structure NEW.pdf

8. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STETSON ENGINEERING INC. FOR THE EVALUATION OF AN ADVANCED WASTEWATER PURIFICATION FACILITY ALTERNATIVE SUPPLY PROGRAM PROJECT

That the City Council approve and authorize the City Manager, or designee to execute Amendment No. 1 to the Professional Services Agreement with Stetson Engineering Inc., of Covina, California, for the Evaluation of an Advanced Wastewater Purification Facility Alternative Supply Program Project for $150,000, for a new total not-to-exceed contract amount of $336,148 and a term from July 19, 2022 to January 1, 2025.

ATTACHMENT: 20240305 PSA with Stetson Engineering^01 AGMT Amend No. 1.pdf

9. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20449 LOCATED AT THE SOUTHEAST CORNER OF HAVEN AVENUE AND ONTARIO RANCH ROAD

That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security and Final Tract Map No. 20449 located at the southeast corner of Haven Avenue and Ontario Ranch Road.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20449 LOCATED AT THE SOUTHEAST CORNER OF HAVEN AVENUE AND ONTARIO RANCH ROAD.

ATTACHMENT: TM-20449^01 EX
ATTACHMENT: TM-20449^02^RESO^RM
ATTACHMENT: TM-20449^03 SIA

10. A CONSTRUCTION CONTRACT WITH MAMCO INC., A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICE INC., AND AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH ANSER ADVISORY MANAGEMENT LLC AND KLEINFELDER INC., FOR THE ARCHIBALD SEWER DIVERSION PROJECT

That the City Council take the following actions:

A. Approve the plans and specifications and award Contract No. UT1016 to Mamco Inc., of Perris, California, for the construction of the Archibald Sewer Diversion Project, in the amount of $3,666,666 plus a 15% contingency of $550,000, for a total not-to-exceed amount of $4,216,666, a term of 200 calendar days after issuance of notice to proceed; and authorize the City Manager, or his designee, to execute said contract and file a notice of completion at the conclusion of all construction activities related to the project.
B. Approve and authorize the City Manager, or designee to execute a Professional Services Agreement with Stantec Consulting Services Inc., of Irvine, California, for a total not-to-exceed amount of $129,000 for construction engineering services and a term from March 5, 2024 to March 31, 2026.
C. Approve and authorize the City Manager, or designee to execute Amendment No. 10 to the Professional Services Agreement with ANSER Advisory Management LLC DBA Wallace and Associates Consulting Inc., of Santa Ana, California, to amend the Agreement amount by $137,660 for a new total not-to-exceed amount of $2,172,433 for construction management and inspection services and a term from March 5, 2024 to October 1, 2024.
D. Approve and authorize the City Manager, or designee to execute Amendment No. 5 to the Professional Services Agreement with Kleinfelder Inc., of Ontario, California, to amend the Agreement amount by $87,951 for a new total not-to-exceed amount of $1,016,486 for geotechnical and material testing services and a term from March 5, 2024 to June 30, 2025.

ATTACHMENT: Exhibit A.pdf

ATTACHMENT: PSA with Mamco Inc. AGMT^01.pdf
ATTACHMENT: PSA with Stantec Consulting AGMT^02.pdf
ATTACHMENT: PSA with Anser Advisory AGMT^03.pdf
ATTACHMENT: PSA with Kleinfelder Inc. AGMT^01.pdf

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CERTAIN SECTIONS OF CHAPTER 13 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE FLOOD DAMAGE PREVENTION PROGRAM

That the City Council consider and adopt an Ordinance amending certain sections of Chapter 13 of the Ontario Municipal Code relating to the City's flood damage prevention program.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CERTAIN SECTIONS OF CHAPTER 13 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE FLOOD DAMAGE PREVENTION PROGRAM.

ATTACHMENT: Amendments_to_Floodplain^ORD^RM

12. A GRANT APPLICATION FROM OMNITRANS MEASURE I FOR THE ONTARIO SILVER S.T.A.R.S. PROGRAM

That the City Council authorize the City Manager or his designee to execute all documents necessary to apply for and accept a 2-year grant in the amount of $1,519,198 from Omnitrans Measure I for the Ontario Silver S.T.A.R.S. Program.

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Mayor Leon
Mayor pro Tem Dorst-Porada
Council Member Wapner
Council Member Bowman
Council Member Valencia

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
March 5, 2024

ROLL CALL: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

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

In attendance: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APNs: 1048-564-03, 1048-564-04,1048-564-05, 1048-564-06; 121-143 North Euclid Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: LAB-CO LLC; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APNs: 1047-543-20, 1047-543-30, 1047-543-31; 315-405 East Fourth Street and 406 East Harvard Place; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: C.C. Graber Co.; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
February 6, 2024
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and the Housing Authority were held on Tuesday, February 6, 2024 at Ontario City Hall, 303 E. B Street Ontario, California.

CALL TO ORDER

Mayor Leon called the joint meetings to order at 6:02 p.m.

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Mayor pro Tem/Vice Chair:	Debra Dorst-Porada
	Council/Authority Members:	Alan D. Wapner, Jim W. Bowman, and Ruben Valencia.
ABSENT:	Council/Authority Members:	None.

Also present were City Manager / Executive Director Scott Ochoa, Assistant 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 by the City Council.

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 matter for discussion as listed on the agenda and recessed to Closed Session at 6:03 p.m. for discussion of the following:

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

GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
Inland Oversight Committee v. City of Ontario, Case No. CIVSB2310190

GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
Southwest Jet Fuel Co. v. CDTFA, Case No. 22CECG01224

OPEN MEETING CALLED TO ORDER

Mayor Leon reconvened the meetings at 6:37 p.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Wapner.

INVOCATION

The invocation was led by Pastor Dr. Maribel Zacapa from The Church of God of Prophecy.

REPORT ON CLOSED SESSION

City Attorney Duran stated there was no reportable action.

PUBLIC COMMENTS

Assistant City Clerk Isbell announced there were three written public comments:
Lory Masonis, regarding light rail projects and fiscal accountability.
Arianna Harrison, regarding the ongoing conflict in the Gaza Strip and the West Bank.
Andres Martinez Pais, regarding the California Mortgage Relief Program.

Mayor Leon called upon the first speaker:

Rafael Leon, regarding parking congestion and traffic safety.

Mario Huante, regarding the Constitution of California and the community's role in upholding its principles.

Juan Roma, regarding his eagerness to work alongside City Council.

Mark Terzano, regarding an environmental report associated with a project located on Fourth Street and Mountain Avenue.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa announced he signed a proclamation declaring a local state of emergency because of the effects of a winter storm. City Manager Ochoa conveyed the need to the City Council to ratify the proposed local state of emergency to authorize and mobilize city resources.

Mayor Leon called for a motion to add the Resolution Declaring a Local State of Emergency to the agenda for Council consideration relaying that there is an existing need to act before the next scheduled meeting and opened the electronic vote.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Dorst-Porada and carried by a unanimous vote 5-0, to add the item onto the agenda.

That the City Council adopt a Resolution declaring a state of emergency.

RESOLUTION NO. 2024-005 A RESOLUTION OF THE CITY OF ONTARIO, CALIFORNIA, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY AND DIRECT THE EMERGENCY ORGANIZATION OF THE CITY OF ONTARIO TO TAKE THE NECESSARY STEPS FOR THE PROTECTION OF LIFE, HEALTH AND SAFETY IN THE CITY OF ONTARIO.

Mayor Leon opened the item for Council discussion.

MOTION: Moved by Council Member Wapner, seconded by Council Member Bowman and carried by a unanimous vote 5-0, to adopt Resolution No. 2024-005 Declaring a Local State of Emergency.

CONSENT CALENDAR

MOTION: Moved by Mayor pro Tem Dorst-Porada, seconded by Council Member Bowman and carried by a unanimous vote 5-0, to approve the Consent Calendar.

1. APPROVAL OF MINUTES

Approved minutes for the regular meetings of the City Council and Housing Authority of January 2, 2024, and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved bills December 22, 2023 through January 18, 2024, in the amount of $40,886,553.86, and Payroll December 17, 2023 through January 13, 2024 in the amount of $10,273,170.19.

3. A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR THE RELINQUISHMENT OF STATE ROUTE 83 (EUCLID AVENUE)

The City Council adopted a Resolution authorizing the City Manager to execute a Cooperative Agreement with the California Department of Transportation (Caltrans) to relinquish State Route 83 (Euclid Avenue) to the City.

RESOLUTION NO. 2024-003 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR RELINQUISHMENT 508-S WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO RELINQUISH STATE ROUTE 83 (EUCLID AVENUE) WITHIN THE CITY OF ONTARIO FROM THE SOUTH CITY LIMIT AT MERRILL AVENUE TO THE NORTH CITY LIMIT AT

THE INTERSTATE ROUTE 10 FREEWAY EXCEPTING THEREFROM ANY PORTIONS WITHIN THE STATE ROUTE 60 FREEWAY.

4. ADOPTION OF ORDINANCE TO APPROVE FILE NO. PUD21-002, A PLANNED UNIT DEVELOPMENT FOR A 0.48-ACRE PARCEL OF LAND LOCATED AT 413 WEST EMPORIA STREET

The City Council adopted an Ordinance approving File No. PUD21-002, the Emporia Work/Live Lofts Planned Unit Development, establishing development standards and design guidelines to facilitate joint work/live quarters at 413 West Emporia Street. First reading and introduction took place at a regular meeting on January 16, 2024.

ORDINANCE NO. 3269 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD21-002, A PLANNED UNIT DEVELOPMENT TO ESTABLISH DEVELOPMENT AND PERFORMANCE STANDARDS AND DESIGN GUIDELINES FOR 0.48-ACRES OF LAND LOCATED AT 413 WEST EMPORIA STREET WITHIN THE LUA-2N (ARTS DISTRICT-NORTH) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT AND MAKING FINDINGS IN SUPPORT THEREOF - APN: 1049-059-03.

5. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH FORD OF UPLAND, LLC FOR THE PROCUREMENT OF FORD ORIGINAL EQUIPMENT MANUFACTURER PARTS AND REPAIR SERVICES

The City Council authorized the City Manager or his designee to execute Amendment No. 5 to the Goods and Services Agreement with Ford of Upland, LLC, of Upland, California, in the amount of $70,000, for a total not-to-exceed contract amount to $370,000 for the procurement of Ford original equipment manufacturer parts and repair services.

6. AN AMENDMENT TO THE GOODS AND EQUIPMENT PURCHASE AGREEMENT WITH ALL AMERICAN ASPHALT FOR ASPHALT MATERIALS

The City Council authorized the City Manager or his designee to execute Amendment No. 1 to the Goods and Equipment Purchase Agreement with All American Asphalt, of Corona, California, in the amount of $146,000, for a total not-to-exceed contract amount of $1,111,970 to complete the residential street overlay program for Fiscal Year 2023-24.

7. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WINDSONG PRODUCTIONS, LLC FOR VIDEO PRODUCTION SERVICES

The City Council authorized the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Windsong Productions, LLC, of Fresno, California to extend the scope of services and increase funding for a total not-to-exceed contract amount of $812,302.

8. A RESOLUTION APPROVING THE ADOPTION OF PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

The City Council took the following actions:

A. Adopted Resolution No. 2024-004 authorizing the Post-Employment Benefits Trust to be administered by Public Agency Retirement Services (PARS); and
B. Authorized the City Manager to execute the agreement for administrative services with Public Agency Retirement Services (PARS).

RESOLUTION 2024-004 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINSTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS).

9. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH UNIVERSAL PROTECTION SERVICES LP

The City Council authorized the City Manager or his designee to execute Amendment No. 4 to the Professional Services Agreement with Universal Protection Services LP, dba Allied Universal Protection Services, of Atlanta, Georgia, to extend the term by one year and increase the scope of services and total not-to-exceed amount to $3,765,714.

10. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-012) BETWEEN THE CITY OF ONTARIO AND RICHLAND MEADOWLAND, LTD, STRACK FARMS LAND, LLC, AND RMD INLAND INVESTORS, LLC

The City Council adopted an Ordinance approving a Development Agreement (File No. PDA21-012) between the City of Ontario and Richland Meadowland, LTD, Strack Farms Land, LLC, and RMD Inland Investors, LLC. First reading and introduction took place at a regular meeting on January 16, 2024.

ORDINANCE NO. 3270 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA21-012, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND RICHLAND MEADOWLAND, LTD, A TEXAS LIMITED PARTNERSHIP, STRACK FARMS LAND, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20472 (FILE NO. PMTT21-018), A 47.16 ACRE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF EUCALYPTUS AVENUE AND HAVEN AVENUE, WITHIN PLANNING AREA 30 MIXED RESIDENTIAL AND PLANNING AREA 31 MIXED RESIDENTIAL OF THE SUBAREA 29 SPECIFIC PLAN (FILE NO. PSPA21-005), AND MAKING FINDINGS IN SUPPORT THEREOF - APN(S): 0218-331-31 AND 0218-331-52.

STAFF MATTERS:

City Manager Ochoa made no announcements.

COUNCIL MATTERS:

Council Member Valenica made no comments.

Council Member Bowman made no comments.

Council Member Wapner made no comments.

Mayor pro Tem Dorst-Porada spoke on the importance of water retention and encouraged residents to contact their local state legislators.

Mayor Leon made no comments.

ADJOURNMENT:

Mayor Leon adjourned the meetings of the Joint Agencies at 6:51 p.m. and announced the next regular meeting was scheduled for February 20, 2024.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **March 5, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH POPULOUS, INC. FOR ADDITONAL MASTER PLANNING SERVICES FOR THE PROPOSED MINOR LEAGUE BASEBALL STADIUM AND PARKING STRUCTURE PROJECT, AND AN AMENDMENT TO THE ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH TILDEN-COIL CONSTRUCTORS, INC. FOR CONSTRUCTION MANAGEMENT MULTI-PRIME SERVICES FOR THE ONTARIO SPORTS COMPLEX PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute Amendment No. 1 to the Design Services Agreement with Populous, Inc., of Los Angeles, California, to provide additional Master Planning Services for the Proposed Minor League Baseball Stadium and Parking Structure Project in the amount of $2,987,375 for a total not-to-exceed contract amount of $9,775,010; and
B. Authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Tilden-Coil Constructors, Inc., of Riverside, California, to provide Construction Management Multi-Prime Services for the mass grading of the entire 192-acre site, construction management for the offsite infrastructure construction, and the additional scope added to the Proposed Minor League Baseball Stadium and Parking Structure in the amount of $14,813,944 for a new not-to-exceed contract amount of $18,352,944 and to extend the contract term until October 27, 2027.

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. 1 for Populous, Inc. is in an amount of $2,987,375 for a new total not-to-exceed $9,775,010. The recommended Amendment No. 2 for Tilden-Coil Constructors, Inc. increases the authorized contract amount by $14,813,944, for a new total not-to-exceed contract amount of $18,352,944. The combined total cost of all recommended actions is $17,801,319. If approved, additional appropriations in the Capital Projects-Measure Q

Fund will be requested at a future quarterly budget update.

BACKGROUND & ANALYSIS: On August 15, 2023, the City Council awarded a contract to Populous, Inc. and Tilden-Coil Constructors, Inc. for the design and construction management of the Proposed Minor League Baseball Stadium, which is part of the Ontario Sports Complex. During the design of the Proposed Minor League Baseball Stadium, it was determined that there needs to be a master plan for the area directly adjacent to the Stadium. Given that Populous, Inc.'s role as the Architect of Record for the adjoining Stadium project and their significant influence on the Stadium layout within the master plan, we approached them to provide a proposal for designing the master plan. If approved, Populous, Inc. will design the master plan for the areas adjacent to the Proposed Minor League Baseball Stadium.

Staff recommends the proposed Amendment No. 2 to Tilden-Coil Constructors, Inc. to add construction management multi-prime services including schematic planning, construction plans, specifications, cost estimates, bidding support, and management oversight for a new stadium and parking structure, all onsite and offsite street improvements on Riverside, Hellman, Chino Ave, and Vineyard and construction management for the mass grading of the entire 192-acre site.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND POPULOUS, 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 POPULOUS, 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 "DEIGN SERVICES AGREEMENT" dated August 15, 2023. ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services for D&C23-011 Minor League Stadium & Parking Structure Project set forth in Amendment No. 1 – Attachment "A" and increase the not to exceed compensation amount by Two Million Nine Hundred Eighty-Seven Thousand Three Hundred Seventy-Five Dollars ($2,987,375).

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.10.1 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:

"Section 3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant for the performance of all Services

rendered under this Agreement, with the total not to exceed amount of Nine Million Seven Hundred Seventy-Five Thousand Ten Dollars ($9,775,010) ("Total Compensation"). The total compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement."

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. 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 DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND POPULOUS, 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

POPULOUS, INC

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

POPULOUS

January 17, 2024

Mr. Tito Haes, Executive Director Public Works
City of Ontario
303 East B Street
Ontario, CA 91764-4196

RE: Ontario Ballpark: City Requested Services
Proposal for Additional Services
Populous Project No. 23.5836.00

Dear Tito,

Populous is pleased to provide our proposal for additional services for planning and engineering for the expanded scope of the Ontario Ballpark project. This letter shall act as our agreement between Populous, Inc. ("Architect") and the City of Ontario, a municipal corporation ("City") for professional planning, design and engineering services in conjunction with the Ontario Ballpark, including:

1. Expanded Site Area for Ballpark, Parking Structure and Surface Parking
2. Master Planning for Ballpark District including area east of Ontario Avenue
3. Early Permit Mass Grading for Ballpark & Parking Structure and Sports Park
4. Ballpark program changes for auxiliary locker room and additional premium suites.

The specific description and schedule of services provided by the Architect are defined in Attachment A, "Scope of Services" and made a part of this Agreement.

The terms of compensation and reimbursements to the Architect for rendering these services are defined in Attachment B, "Compensation for Services," and made a part of this Agreement. The general terms and conditions of this agreement are in accordance with the Design Services Agreement between the City of Ontario and Populous, Inc. dated August 11, 2023 "Prime Agreement", and made a part of this Agreement.

If you are in agreement with the terms and conditions above, please sign below and initial each Attachment. Upon my receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this letter shall be applicable for forty-five (45) days from the date of this letter after which the Architect reserves the right to review and/or renegotiate them with the City.

We look forward to working with you on this project. Please call me if you have any questions on the above.

Sincerely,

Eric Randolph, License No. C-29997
Principal

Attachments

cc: Michael Lockwood – Populous
Laura Dickey – Populous
Zack Rudman – Populous
File

ACCEPTED BY CITY:

_____

_____
Title

_____
Date

ACCEPTED BY ARCHITECT:

_____

_____
Title

_____
Date

4800 Main St., Suite 300
Kansas City, MO 64112, USA
T +1 816 221 1500
F +1 816 221 1578
info@populous.com
populous.com

ATTACHMENT A

ONTARIO BALLPARK: CITY REQUESTED SERVICES
Populous Project No. 23.5836.00

SCOPE OF SERVICES

Populous is pleased to provide our proposal for additional services for planning, design and engineering for the expanded scope and program changes of the Ontario Ballpark project. We understand that the ballpark is on the critical path for completion by April of 2026 and that the integrated delivery of the surrounding master plan components is essential to the success of the project. As such, this proposal is structured to include all services required to deliver the expanded site environment for potential private development concurrent with the Ballpark and prepare the balance of the "Ballpark District" for additional future development.

UNDERSTANDING OF PROJECT

For context, the Ballpark District is understood to be comprised of four quadrants divided by public streets Ontario Avenue running north/south and a main access street on the south side of the Ballpark running east/west. The four quadrants are programmed as follows:

- Northwest Quadrant of approximately 16 acres, consisting of:
  - Ballpark,
  - Parking Structure,
  - Landscape/Hardscape placemaking features
  - Associated open space, pedestrian and vehicular access.
- Southwest Quadrant of approximately 11 acres, consisting of:
  - Future commercial development pads
  - Surface Parking
  - Landscape/Hardscape placemaking features
  - Associated open space, pedestrian and vehicular access.
- Northeast Quadrant of approximately 8 acres, consisting of:
  - Future commercial and Hotel development pads
  - Surface Parking
  - Landscape/Hardscape placemaking features
  - Associated open space, pedestrian and vehicular access.
- Southeast Quadrant of approximately 8 acres, consisting of:
  - Future commercial development pads
  - Surface Parking
  - Landscape/Hardscape placemaking features
  - Associated open space, pedestrian and vehicular access.

For the purposes of this proposal, the expanded Northwest and additional Southwest quadrants include complete design and engineering services with the intent of permitting, bidding and implementing the commercial development pads, surface parking, landscape/hardscape placemaking features, associated open space, pedestrian and vehicular access with the ballpark

and parking structure or as determined by the City and the City's Construction Manager. Design and engineering services for the Northeast and Southeast quadrants are provided for site programming, future commercial and hotel development, surface parking, landscape/hardscape placemaking features, associated open space, pedestrian and vehicular access for the purposes of mass grading, coordination of public street rights of way and utility infrastructure (by others) only. Upon request from the City of Ontario, Architect will provide a proposal for full services for these project components.

SCOPE OF SERVICES

1. Expanded Ballpark Site Area (NW Quadrant). Based on the approved architectural site plan included in the November 17, 2023 Schematic Design set, we understand that the Architect's scope of work is to be increased to enhance the game day experience and to create a 365-destination serving visitors to the soccer and softball fields (Sports Park) that comprise the balance of the 190-acre site. The combined site for the ballpark, parking structure, associated open space, pedestrian and vehicular access will be expanded from 10 to approximately 16 acres. Planned F&B retail buildings within the ballpark site are to be accommodated in the planning but design and engineering services are excluded at this time. Upon request from the City of Ontario, Architect will provide a proposal for full services for these project components.

2. Master Plan for Ballpark-Anchored Development. In addition to the scope above, Populous will provide master planning, landscape architecture, site security, MEP, lighting, telecom (WiFi), civil engineering only for 26.8 acres on the northeast corner of the site ("Ballpark District") to be developed with a future 250-300 key hotel, a destination recreation venue, approximately 150,000gsf of Food & Beverage retail, open space, surface parking, pedestrian and vehicular access as determined by the City and Economic Development Agency. Services include master planning, coordination of infrastructure with the City's civil engineer (Ardurra), permitting, bidding and implementing the site development pads with the ballpark or as determined by the City and the City's Construction Manager.
   2.1. Complete design and engineering services with the intent of permitting, bidding and implementing the commercial development pads, surface parking, landscape/hardscape placemaking features, associated open space, pedestrian and vehicular access will be provided for the 11 acres immediately south of the Ballpark (SW Quadrant).
   2.2. Design and engineering services for the 16 acres east of Ontario Avenue (NE and SE Quadrants) are provided for site programming, future commercial and hotel development, surface parking, landscape/hardscape placemaking features, associated open space, pedestrian and vehicular access for the purposes of mass grading, coordination of public street rights of way and utility infrastructure (by others) only.

   Design services for the F&B retail buildings within the Ballpark District are excluded at this time. Upon request from the City of Ontario, Populous will provide a proposal for full services for these project components.

Initials_____

3. Early Permit Mass Grading. In addition to the scope above, Populous will provide coordination and civil engineering by our consultant KPFF for coordinated mass grading of the entire 190-acre site in two document packages.
   3.1. "Phase 1 – Ballpark District" includes the ballpark, parking structure, surrounding development pads and associated surface parking lots and public street rights of way (by Ardurra). Original basic services included grading for the original 10-acre site; these additional services are for the additional area of the Ballpark District and Early Package submittal.
   3.2. "Phase 2 – Sports Park" represents the balance of the 190 acres to be designed by the City's landscape architect (RJM) and coordinated with the Ballpark District and additional infrastructure engineering by Ardurra. These services for off-site grading are to be provided for efficient grading of the entire site to minimize soil import / export and to expedite coordinated permitting of earthwork to help maintain the schedule.

4. Ballpark Program Revisions. In addition to the scope above, Populous will provide design and engineering services to respond to City requested changes to the November 17, 2023 Schematic Design to include an additional axillary locker room of approximately 2,500sf, one additional field level suite of approximately 600sf adjacent to the Visitor's Dugout, two additional premium suites and one additional double-width party suite divisible into two individual suites on the First Base side Club Level. Additional modifications are also required on the Club Level to relocate the press box and recapture space for displaced open-air party deck on the Third Base side. Services include architecture and interior design, structural engineering, MEPF and low-voltage engineering, food service and life safety consulting. Revisions will require an adjustment to the design schedule to complete the Design Development Phase on March 15, 2024.

ATTACHMENT B

ONTARIO BALLPARK: CITY REQUESTED SERVICES
Populous Project No. 23.5836.00

COMPENSATION FOR SERVICES

Populous' proposed fees & expenses for the services outlined above are summarized as follows:

Expanded Ballpark Site Area

Expanded Ballpark Site	Fees	Expenses
Ballpark & Parking Structure Site		
Planning, Wayfinding & Coordination	125,200	12,500
Whole Building Life Cycle Analysis (CalGreen)	30,000	-
Secure Design Consulting	55,000	-
Cost Estimating	8,000	-
Civil	240,000	-
Landscape & Splash Pad Design	86,045	-
Surface Parking	incl.	-
Total	**544,245**	**12,500**

The fee above includes Planning, Graphics and Wayfinding, Secure Design Consulting, Cost Estimating, Site Electrical, Lighting, MEP, WiFi and Security Engineering, on-site Civil Engineering, Landscape Architecture and Water Feature Consulting (Splash Pad). Also included are services for Whole Building Life Cycle Analysis as required for permit.

Master Plan for Ballpark-Anchored Development

Master Plan Development	Fees	Expenses
Site Development & Surface Parking		
Planning, Wayfinding & Coordination	432,240	20,000
Secure Design Consulting	10,000	-
Site MEP, Lighting & Telecom (WiFi)	145,300	20,000
Civil	435,000	-
Landscape	110,110	1,200
Surface Parking	incl.	-
Total	**1,132,650**	**41,200**

The fee above includes integrated master planning of all site program components within the

"Ballpark District" site including the Ballpark, Parking Structure, 150,000gsf of F&B Retail and future hotel, destination recreation venue ("Chicken n' Pickle"), retail, open space, surface parking, pedestrian and vehicular access.

Early Permit Mass Grading

Early Permit Mass Grading	Fees	Expenses
Planning & Engineering		
Scope Definition & Coordination	27,880	-
Civil - "Phase 1 - Ballpark District"	175,000	-
Civil -"Phase 2 - Sports Park"	520,000	-
Total	**722,880**	**-**

The fee above includes coordination and contract administration by Populous for KPFF to provide coordinated rough grading in two (2) separate permit packages as required. Grading packages will include demolition, Storm Water Pollution Prevention Plan (SWPPP) and erosion control measures, mass grading and earthwork analysis with a goal to balance the site. KPFF engineers will attend regular coordination meetings with project stakeholders during the design phase and coordination meetings during the construction phase.

Ballpark Program Revisions

Ballpark Program Revisions	Fees	Expenses
ReDesign & Engineering		
Architecture & Interiors	286,400	15,000
Graphics & Wayfinding	16,800	-
Structural Engineering	100,000	-
Enclosure & Waterproofing Consulting	40,000	-
Whole Building Life Cycle Analysis (CalGreen)	10,000	-
Secure Design Consulting	20,000	-
Mechanical, Electrical, Plumbing, Fire	43,200	-
Life Safety Consulting	2,500	-
Total	**518,900**	**15,000**

The fee above includes Architecture, Interior Design, Graphics and Wayfinding, Structural Engineering, Enclosure & Waterproofing Consulting, Secure Design Consulting, Cost Estimating, Lighting, MEP, WiFi and Security Engineering and Life Safety Consulting. Also included are services for Whole Building Life Cycle Analysis as required for permit.

We have excluded traffic engineering from our proposal but would suggest coordinating with the City's traffic consultant (Fehr & Peers) to develop a comprehensive traffic management plan

that considers all development components including the Sports Park. Also excluded is dry utility consulting for coordination of off-site utility services; we understand that these services are to be provided by Moran Utility Services, Inc. under a separate agreement.

By City approval of this proposal, Architect's Compensation for Basic Services as identified in article 3.10.1 of the Prime Agreement is increased by **$ 2,987,375** from $ 6,787,635 to a Total Compensation of $ 9,775,010.

Please see attached Summary of Architecture & Engineering fees for a breakdown of the fees by discipline for the Original Ballpark & Parking Structure scope and the City Requested Additional Services outlined herein. Upon request, Populous will provide consultant proposals as received for all disciplines.

Initials_____

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TILDEN-COIL CONSTRUCTORS, INC.

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 Tilden-Coil Constructors, 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 April 4, 2023. ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services for The Minor League Baseball Stadium to include Mass Grading for the entire site, Construction Management for the Offsite Infrastructure Construction and the extended scope for the Baseball Stadium and Parking Structure and increase the not to exceed compensation amount by Fourteen Million Eight Hundred Thirteen Thousand Nine Hundred Forty-Four Dollars ($14,813,944) for a total not to exceed amount of ($18,352,944) Eighteen Million Three Hundred Fifty-Two Thousand Nine Hundred Forty-Four Dollars and to extend the term of the contract until October 27, 2027. The Parties have heretofore entered into that Amendment No. 1 dated August 15, 2023.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.10.1 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:

> "Section 3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant for the performance of all Services rendered under this Agreement, with the total not to exceed amount of Eighteen Million Three Hundred Fifty-Two Thousand Nine Hundred Forty-Four Dollars ($18,352,944) ("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 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. 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 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TILDEN-COIL CONSTRUCTORS, 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

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

February 7, 2024

Tito Haes, Executive Director Public Works
City of Ontario
1333 S. Bon View
Ontario, CA 91761

Re: REVISED PROPOAL for CM Multi-Prime Services: Mass Grading, Offsite Infrastructure, Ballpark and Parking Structure General Conditions

Dear Tito,

We are pleased to present our fee proposal to provide CM Multi-Prime services for the City of Ontario. It is exciting to anticipate the impact this new project will have on the community. Our Fee structure, outlined below, is in alignment with on-call rates submitted in February 2023. Our understanding of the scope of the project is as follows:

Mass Grading. The project includes the mass grading of approximately 190 acres of land, involving rough grading and strategic import/export of soil. The preliminary construction budget for the project is $26,580,097 which includes sum of primes, design contingency, escalation, and trade allowances. The mass grading approach has the following strategy: 1. To have a mass grading scope package to aid in approval and start of critical path work for the entire development with a focus of grading the Stadium area first given the critical path objective. 2. That the mass grading would be done for the entire site development in one flow or sequence of work with the equipment mobilized. Therefore, the general conditions cost that contains the staffing support to supervise the work is based on this workflow and support until the subsequent project starts construction to keep consistency of project knowledge and momentum. The preliminary construction duration is 11 months with an anticipated construction start of September 2024. CM Compensation includes:

Construction Budget:	$26,580,097
1. Preconstruction:	~~$45,000~~ $31,500 (volume discount/savings)
2. CM Fee (3.85%):	$1,023,334
3. General Conditions:	$1,442,946
4. Total (1-3)	$2,477,780

Offsite/Infrastructure. The offsite utility infrastructure project includes bringing essential plumbing and electrical utilities to the site limits for future development, complete with necessary street work. The preliminary construction budget for the project is $118,679,458 which includes sum of primes, design contingency, escalation, and trade allowances. The preliminary construction duration is 12 months with an anticipated construction start date of February 2025. CM Compensation includes:

Construction Budget:	$118,679,458
1. Preconstruction:	~~$95,000~~ $66,500 (volume discount/savings)
2. CM Fee (3.85%):	$4,569,159
3. General Conditions:	$1,570,140
4. Total (1-3)	$6,205,799

Ballpark and Parking Structure. This proposal includes general conditions to support the new Ballpark and Parking Structure Project anticipated to start construction in November 2024 and go for a duration of 19 months. CM Fee and Preconstruction for this project is included in a separate contract.

General Conditions: $5,910,365

Total CM Compensation (Inclusive of all projects):

1. Preconstruction:	~~$140,000~~ $98,000 (volume discount/savings)
2. CM Fee (3.85%):	$5,592,493
3. General Conditions:	$8,923,451
4. Owner Allowance:	$200,000 (allowance for 4 years)
4. Total (1-4)	$14,813,944

Preconstruction Services
Preconstructions Services is based on a design/preconstruction duration identified in the attachment to this proposal. The preconstruction services amount shall be billed in equal monthly installments throughout the preconstruction phase. Preconstruction Services include the following for each phase of work/separate project:

- Management Oversight and Support, Meetings, Design Coordination
- Estimating (Schematic Design, Design Development, Construction Documents)
- Prepare Trade Scope Packages
- Bidding Support Services
- Value Engineering
- Constructability Review
- Scheduling & Logistics Planning
- Building Information Modeling (Clash Detection, Utility Modeling)

CM Fee
CM Fee shall be calculated on the anticipated cost of construction and shall be adjusted based upon the actual cost of construction using the fee percentage of 3.85%. 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.

Construction General Conditions
Construction general conditions include CM labor and an allowance for General Requirements. General Requirements allowance includes project support costs such as CM trailer, temporary fencing, temporary restrooms, surveying, safety measures, safety supplies, office supplies, computers/software, fuel, and printing.

General conditions expenses shall be reimbursable and provided to the city without fee markup by the CM. The billable hourly rates attached include escalation through July of 2028 and based upon the attached schedule. The billable rates are subject to increase should the schedule be extended.

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

The general conditions budget is based upon the preliminary durations and start dates above and include savings due to the planned concurrency and shared staffing. General conditions shall be adjusted based upon the final construction schedules developed prior to the bidding phase of the projects and the general conditions monthly rates shall be utilized for any increase/decrease in the general conditions budgets.

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

Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

Tilden-Coil Constructors, Inc.
Billable Rates Ontario Sports Complex

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
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

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Conceptual Estimates

MASS GRADING

Items Description	Quantity		Unit Costs	Costs
Earthwork				
Mass Grading of Overall Site	190	acre	$40,000	$7,600,000
Export of Non-engineered Fill (Estimated Quantity Pending Final Soils Report)	500,000	cy	$25	$12,500,000
Prime Contractor Costs, Subtotal:				$20,100,000
Design Contingency	15.00%			$3,015,000
Escalation	4.50%			$1,048,724
Construction Contingency / Scope Allowance	10.00%			$2,416,372
Prime Contractor Costs, Total:				$26,580,097

OFFSITE UTILITY INFRASTRUCTURE

Items Description	Quantity		Unit Costs	Costs
Site Utilities / Street Work				
Offsite Utilities - Plumbing, Electrical and Low Voltage Utility Infrastructure (ROM value from Ardura)	1	ls	$86,000,000	$86,000,000
Prime Contractor Costs, Subtotal:				$86,000,000
Design Contingency	15.00%			$12,900,000
Escalation	9.10%			$8,990,416
Construction Contingency / Scope Allowance	10.00%			$10,789,042
Prime Contractor Costs, Total:				$118,679,458

CITY OF ONTARIO *Agenda Report* **March 5, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Maria Garcia Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: FISCAL YEAR 2023-24 MID-YEAR BUDGET UPDATE REPORT

RECOMMENDATION: That the City Council approve the budget adjustments and recommendations as presented in the Fiscal Year 2023-24 Mid-Year Budget Update Report (Exhibit A).

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

FISCAL IMPACT: The recommended actions will affect several fund budgets as outlined in the Fiscal Year 2023-24 Mid-Year Budget Update Report.

BACKGROUND & ANALYSIS: The Mid-Year Budget Update Report for Fiscal Year 2023- 24 reflects the Financial Services Agency's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with decision making and achievement of core goals. All Funds have been reviewed in preparing this report. The emphasis of this report is on the General Fund, which funds the majority of government services including public safety, recreation, library, museum, parks, building and planning.

The primary purposes of this report are to:

- Revise the City's budget to reflect the City Council's actions taken since the beginning of the current fiscal year;
- Recommend personnel changes to enhance program operations and efficiencies;
- Recommend budget adjustments that are consistent with City Council goals and objectives; and
- Comment on significant budget and economic trends which may impact fiscal year's budget development.

Fiscal Year 2023-24 Mid-Year Budget Update Recommendations
Mid-Year Budget Update recommendations are routine in nature and comprised predominately by City Council actions taken since the First Quarter Budget Update. Mid-Year Budget Update includes proposed new expenditure budget requests, as well as revised revenue estimates for FY 2023-24. Sales Tax revenues have declined due to volatility in the economy and rising costs, as well as

continued high interest rates. Sales Tax - Measure Q revenue estimates have been adjusted to reflect current year revenue trends. Property Tax revenues have increased due to the continued residential and commercial development in Ontario Ranch, and Citywide increases in assessed valuations. For the General Fund, the net result of these actions will bring the General Fund estimated available and unencumbered ending fund balance to $74.2 million or 20% of total appropriations. This amount achieves the goal set by City Council as a reserve for specific and defined emergency events (such as an earthquake or pandemic) and to address immediate needs in resources without impacting City services. This goal was temporarily decreased to 15% during the COVID pandemic but has since been brought back up to the previous set goal of 20%, effective July 1, 2023, with the goal of increasing the reserves up to 25% in future fiscal years.

General Fund Highlights

- $1.4 million Toyota Arena FY 2022-23 Capital Expenditures (offset by revenues)
- $150,000 Whispering Lakes Golf Course Capital Reserve
- $10.7 million Property Tax revenue increase
- $(30.8) million Sales Tax - Measure Q revenue reduction
- $(8.9) million Sales Tax revenue reduction

Other Funds (non- General Fund) Highlights

- $11.0 million Inland Empire Resource Conservation District MOA (species habitat mitigation)
- $10.0 million additional funding for Property Acquisition for 2151 Convention Center Way
- $9.7 million additional funding for Property Acquisition for 1619-1621 E. Holt Blvd Continuum of Care Campus
- $2.3 million additional funding for Grove and I-10 Interchange Corridor

Interim budget updates also present recommendations for personnel and organizational changes necessary to enhance program operations and efficiencies. Current recommendations for this Mid-Year report include reclassification changes, adds/deletes, and other modifications to the authorized full-time positions resulting in a zero net increase citywide. More detail is presented in the attached Exhibit A under Recommended Personnel Changes section, pages 9 through 11, of the Fiscal Year 2023- 24 Mid-Year Budget Update Report.

Conclusion

As the City recovers from the last three years of economic disruption from the COVID pandemic, other challenges still exist with the continued war in Ukraine; rising consumer goods prices, fuel costs, and interest rates; the impending recession due to accelerated inflation levels not seen since the early 1980's; and the recent conflict in the middle east. Even with the anticipated additional resources, the City will need to continue to practice fiscal discipline and establish proactive measures to safely navigate the current and upcoming fiscal challenges, as well as deliver an unparalleled level of service and commitment to our community.

The Adopted Operating Budget for Fiscal Year 2023-24, as modified through this Mid-Year Budget Update, reflects the City Council's continued commitment to support high quality public safety and municipal services, provides for the maintenance and expansion needs of the City's infrastructure and facilities, profiles an aggressive economic development strategy, and assures the investment and reinvestment of City resources into the community - all in the name of affording Ontario

residents and businesses an exceptional quality of life. With the City Council's leadership and their prudent fiscal policies, the City's long- term financial health will further solidify its standing as the economic leader in the Inland Empire, and a formidable player in California and the nation.



Fiscal Year 2023-24
Mid-Year Budget Update

March 5, 2024

City of Ontario
Fiscal Year 2023-24
Mid-Year Budget Update Report

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City of Ontario
General Fund Revenue by Category
Fiscal Year 2023-24
Mid-Year Budget Update

	FY 2023-24 Adopted Budget	First Quarter Budget Update	Mid-Year Budget Update	FY 2023-24 Current Budget	Actuals as of 12/31/2023	% Received
Sales Tax	$ 131,065,000	$ -	$ (8,923,000)	$ 122,142,000	$ 39,968,364	32.7%
Sales Tax - Measure Q	95,792,000	-	(30,792,000)	65,000,000	20,516,913 [8]	31.6%
Property Tax	89,198,000	-	10,723,314	99,921,314	37,112,240	37.1%
Transient Occupancy Tax	16,500,000	-	-	16,500,000	5,745,142	34.8%
Business License Tax	8,914,000	-	-	8,914,000	4,646,052	52.1%
Parking Tax	3,500,000	-	800,000	4,300,000	1,724,566	40.1%
Other Taxes [1]	5,055,000	-	445,000	5,500,000	630,603	11.5%
Licenses and Permits	8,477,000	-	-	8,477,000	2,945,458	34.7%
Intergovernmental [2]	13,578,516	-	-	13,578,516	6,699,237	49.3%
Intergovernmental - ARPA [3]	9,932,965	-	-	9,932,965	4,445,546	44.8%
Charges for Services [4]	28,875,200	-	626,000	29,501,200	16,103,465	54.6%
Charges for Services - OIAA [5]	21,529,369	-	-	21,529,369	9,468,104	44.0%
Use of Money & Property	1,401,379	-	86,000	1,487,379	204,238	13.7%
Fines and Forfeitures	741,000	-	-	741,000	361,018	48.7%
Miscellaneous	2,020,000	90,000 [6]	2,791,773 [9]	4,901,773	3,575,837	72.9%
Total General Fund Revenues	**$ 436,579,429**	**$ 90,000**	**$ (24,242,913)**	**$ 412,426,516**	**$ 154,146,783**	**37.4%**
Transfers-In	2,000,000 [7]	-	-	2,000,000	2,000,000	100.0%
TOTAL RESOURCES	**$ 438,579,429**	**$ 90,000**	**$ (24,242,913)**	**$ 414,426,516**	**$ 156,146,783**	**37.7%**

[1] Other Taxes includes Franchise Tax ($4.0M), Property Transfer Tax ($1.5M)
[2] Intergovernmental includes Cost Allocation Plan Revenue, Disability, Worker's Compensation, & Unemployment Internal Service Allocation Revenue
[3] Funding from American Rescue Plan Act (ARPA)
[4] Charges for Services includes Special Districts Service Charges ($12.2M)
[5] City services including Police & Fire to Ontario International Airport Authority (OIAA)
[6] Includes Airport Asset Seizure vehicle funding
[7] Transfers-In includes transfer to General Fund from the Public Services Fee Fund
[8] Includes four months of Measure Q revenues (July - October 2023)
[9] Toyota Arena FY 2022-23 revenue guarantee, offset by $1.5M in capital expenses to Toyota Arena

City of Ontario
General Fund Expenditures by Category
Fiscal Year 2023-24
Mid-Year Budget Update

	FY 2023-24 Adopted Budget	CIP/Grants/POs Carryforward	First Quarter Budget Update	Mid-Year Budget Update	FY 2023-24 Current Budget	Actuals as of 12/31/2023[1]	% Expended
Personnel Costs	$ 236,623,473	$ -	$ 758,963	$ -	$ 237,382,436	$ 121,166,200	51.0%
Operating Expenditures	35,870,083	1,250,146	296,400	1,628,865[2]	39,045,494	20,692,204	53.0%
Contractual Services	22,863,974	5,751,024	-	-	28,614,998	10,308,719	36.0%
Internal Service Allocations	49,664,706	-	-	-	49,664,706	26,022,602	52.4%
Reimbursement Agreements	10,739,000	1,565,764	518,590	-	12,823,354	3,681,816	28.7%
Capital Expenditures	1,292,130	74,775	-	-	1,366,905	344,661	25.2%
Transfers-Out	70,874,441	-	90,000	-	70,964,441	35,482,221	50.0%
Total General Fund Appropriations	**$ 427,927,807**	**$ 8,641,709**	**$ 1,663,953**	**$ 1,628,865**	**$ 439,862,334**	**$ 217,698,421**	**49.5%**
FTE General Fund	1,018.78	-	-	-	1,018.78		
FTE Other Funds	498.22	-	-	-	498.22		
Total FTE All Funds	1,517.00	-	-	-	1,517.00		

[1] Excludes obligations/PO's.
[2] Operating expenditures includes $1.5M for Toyota Arena FY2022-23 City share of costs, $150K for Whispering Lakes Golf Course Reserve.

City of Ontario
General Fund Expenditures by Agency
Fiscal Year 2023-24
Mid-Year Budget Update

	FY 2023-24 Adopted Budget	CIP/Grants/POs Carryforward	First Quarter Budget Update	Mid-Year Budget Update	FY 2023-24 Current Budget	Actuals as of 12/31/2023[1]	% Expended
Community Development	$ 33,109,939	$ 4,032,504	$ 78,045	$ -	$ 37,220,488	15,071,202	40.5%
Community Life & Culture	35,069,334	680,230	58,641	150,000[2]	35,958,205	14,558,803	40.5%
Economic Development	17,926,421	1,918,709	822,374	1,478,865[3]	22,146,369	8,770,003	39.6%
Financial Services	23,663,563	-	23,316	-	23,686,879	13,056,712	55.1%
Human Resources/Risk Management	6,961,702	560,835	16,500	-	7,539,037	2,653,011	35.2%
Management Services	9,772,741	5,000	19,827	-	9,797,568	5,407,042	55.2%
Ontario Fire Department	88,583,579	349,526	225,563	-	89,158,668	49,013,882	55.0%
Ontario Police Department	131,392,502	603,956	313,127	-	132,309,585	69,103,226	52.2%
Public Works	10,573,585	490,949	16,560	-	11,081,094	4,582,321	41.4%
Transfers-Out	70,874,441	-	90,000	-	70,964,441	35,482,221	50.0%
Total Appropriations & Transfers-Out	**$ 427,927,807**	**$ 8,641,709**	**$ 1,663,953**	**$ 1,628,865**	**$ 439,862,334**	**$ 217,698,421**	**49.5%**
FTE General Fund	1,018.78	-	-	-	1,018.78		
FTE Other Funds	498.22	-	-	-	498.22		
Total FTE All Funds	1,517.00	-	-	-	1,517.00		

[1] Excludes obligations/PO's.
[2] Community Life & Culture includes $150K for Whispering Lakes Golf Course Reserve.
[3] Economic Development includes $1.5M for Toyota Arena FY2022-23 City Share of costs.

City of Ontario General Fund Budget Summary Fiscal Year 2023-24 Mid-Year Budget Update	
Estimated Beginning Fund Balance Ending 6/30/2023 [1]	**$ 69,672,514**
Fiscal Year 2023-24 Adopted Budget:	
Resources & Transfers-In	438,579,429
Appropriations & Transfers-Out	(427,927,807)
First Quarter Budget Recommendations	
Resources & Transfers-In	90,000
Appropriations & Transfers-Out	(1,663,953)
Fiscal Year 2022-23 Carryforward Obligations	(8,641,709)
Mid-Year Budget Recommendations	
Resources & Transfers-In	(24,242,913)
Appropriations & Transfers-Out	(1,628,865)
Estimated Ending Fund Balance	**$ 44,236,696**
Economic Uncertainty Reserve	12,000,000
RSIP UAL Reduction	9,000,000
Workers Comp Reduction	3,000,000
Budget Savings	6,000,000
Estimated Ending Fund Balance with Budget Strategies	**$ 74,236,696**
Estimated General Fund Reserve %	**20%**

[1] (A) FY 2022-23 Actuals are unaudited
(B) For FY 2023-24, the Council approved reserve level is 20% with the goal of increasing the reserves up to 25% in future fiscal years.

City of Ontario
Citywide Expenditures by Category
Fiscal Year 2023-24
Mid-Year Budget Update

	FY 2023-24 Adopted Budget	CIP/Grants/POs Carryforward	First Quarter Budget Update	Mid-Year Budget Update	FY 2023-24 Current Budget	Actuals as of 12/31/2023[1]	% Expended
Personnel Costs	$ 312,000,126	$ 3,130,413	$ 2,033,273	$ 166,659[2]	$ 317,330,471	$ 156,217,591	49.2%
Operating Expenditures	220,667,391	37,516,444	8,321,550	1,294,372[3]	267,799,757	93,420,232	34.9%
Contractual Services	165,365,742	211,695,569	24,137,727	15,544,516[4]	416,743,554	28,615,509	6.9%
Internal Service Allocations	87,663,624	895,183	-	(1,379)[5]	88,557,428	45,200,946	51.0%
Reimbursement Agreements	10,739,000	15,378,782	1,113,572	10,660,000[6]	37,891,354	3,881,885	10.2%
Debt Service	49,005,277	-	-	-	49,005,277	7,608,516	15.5%
Contributions	-	13,232,022	-	14,203,592[7]	27,435,614	-	0.0%
Capital Expenditures	43,089,870	61,653,115	1,027,052	2,506,513[8]	108,276,550	6,001,933	5.5%
Transfers-Out	90,975,013	-	8,188,615	-	99,163,628	49,581,814	50.0%
Total Citywide Appropriations	**$ 979,506,043**	**$ 343,501,528**	**$ 44,821,789**	**$ 44,374,273**	**$ 1,412,203,633**	**$ 390,528,426**	**27.7%**
FTE General Fund	1,018.78	-	-	-	1,018.78		
FTE Other Funds	498.22	-	-	-	498.22		
Total FTE All Funds	1,517.00	-	-	-	1,517.00		

[1] Excludes obligations/PO's.

[2] Personnel Costs includes $129K for the Tobacco Grant Program FY2023-24, $26K for California Library Literary Services Grant, and $13K for HHAP-3 Homeless Housing Assistance and Prevention Grant.

[3] Operating Expenditures includes $1.5M for Toyota Arena FY2022-23 City Share of costs, $1.2M for Public Safety Equipment, $350K for Senior Discount Program for Utility Services, $300K for Citizen's Option for Public Safety Grant, $(1.7M) Budget Carryover Revision for MS2202 Police and Fire CAD.

[4] Contractual Services includes includes $6.0M for City Infrastructure Enhancement and New Street Network Design Related to the Sports Complex, $6M for Ontario Convention Center Expansion, $2M for Demolition of 404 N. Euclid Ave. and Conversion into a Temporary "D Block" Parking Lot, $2.3M for Grove and I-10 Interchange Corridor Funding, $2.4M for Additional Local Adjacent Sewer funds for SE2302 Piemonte Overlay, $1.0M for Archibald & Schaefer Street Repair, $(4.1M) Project Deferred - WA2306 I-10 Corridor Express Lanes.

[5] Internal Service Allocation includes $(1K) for Ontario Promise Corps Project FY21 Grant Closeout.

[6] Reimbursement Agreements includes $11.0M for Inland Empire Resource Conservation District MOA, $(340K) Budget Carryover Revision for ST1411 SR60 & Archibald Interchange.

[7] Contributions includes $8.6M for Affordable Housing/Veteran Housing from Affordable Housing to OHA, $2.7M for SE2302 Piemonte Overlay from OMC Local Adjacent Sewer to Sewer Capital, $2.9M for Construction of Archibald Sewer Diversion Project from OMC Local Adjacent Sewer to Sewer Capital.

[8] Capital Expenditures includes $10.1M for Additional Property Acquisition 2151 Convention Center Way, $9.7M for Additional Property Acquistion 1619-1621 E. Holt Blvd for Continuum of Care Campus, $1.1M for Purchase of Cell Site Simulator to Locate Violent Offenders and Critically Missing Person, $(17.0M) Budget Carryover Revision for MS2101 Airport EDA Project Area.

City of Ontario
Citywide Expenditures by Fund Type
Fiscal Year 2023-24
Mid-Year Budget Update

	FY 2023-24 Adopted Budget	CIP/Grants/POs Carryforward	First Quarter Budget Update	Mid-Year Budget Update	FY 2023-24 Current Budget	Actuals as of 12/31/2023[1]	% Expended
General Fund	$ 427,927,807	$ 8,641,709	$ 1,663,953	$ 1,628,865[2]	$ 439,862,334	$ 217,698,421	49.5%
Special Revenue Fund	64,676,567	84,502,938	3,766,383	11,139,824[3]	164,085,712	23,879,907	14.6%
Capital Projects Fund	148,678,119	169,456,508	13,145,138	30,358,731[4]	361,638,496	21,705,486	6.0%
Enterprise Funds	195,561,495	38,196,643	10,497,449	1,354,036[5]	245,609,623	76,831,100	31.3%
Internal Service Funds	132,985,079	25,393,525	15,745,577	(107,183)[6]	174,016,998	47,329,715	27.2%
Total City Funds	**$ 969,829,067**	**$ 326,191,323**	**$ 44,818,500**	**$ 44,374,273**	**$ 1,385,213,163**	**$ 387,444,629**	**28.0%**
Ontario Housing Authority	9,676,976	17,310,205	3,289	-	26,990,470	3,083,797	11.4%
Total All Funds	**$ 979,506,043**	**$ 343,501,528**	**$ 44,821,789**	**$ 44,374,273**	**$ 1,412,203,633**	**$ 390,528,426**	**27.7%**
FTE General Fund	1,018.78	-	-	-	1,018.78		
FTE Other Funds	498.22	-	-	-	498.22		
Total FTE All Funds	1,517.00	-	-	-	1,517.00		

[1] Excludes obligations/PO's.

[2] General Fund includes $1.5M for Toyota Arena FY2022-23 City share of costs, $150K for Whispering Lakes Golf Course Reserve.

[3] Special Revenue Funds includes $9.7M Budget Revision for GR2120 Emporia Phase II, $1.2M for Public Safety equipment, $1.1M for Purchase of Cell Site Similulator to Locate Violent Offenders and Critically Missing Person, $(1.1M) Budget Carryover Revision for ST1411 SR60 & Archibald Interchange.

[4] Capital Projects Funds includes $11.0M for Inland Empire Resource Conservation District MOA, $10.1M for Additional Property Acquisition 2151 Convention Center Way, $9.7M for Additional Property Acquistion for 1619-1621 E. Holt Blvd Continuum of Care Campus, $8.6M for Affordable Housing/Veteran Housing Contribution from Affordable Housing to OHA, $6.1M for City Infrastructure Enhancement and New Street Network Design Related to the Sports Complex, $6.0M for Ontario Convention Center Expansion, $(17.0M) Budget Carryover Budget Revision for MS2101 Airport EDA Project Area.

[5] Enterprise Funds includes $2.4M for Additional Local Adjacent Sewer funds for Piemonte Overlay, $2.9M for Construction of Archibald Sewer Diversion Project, $(4.1M) for Project Deferred - WA2306 I-10 Corridor Express Lanes.

[6] Internal Service Funds includes $2.1M Carryforward Appropriation from FY 2022-23 PF2103 Climatec Project, $(2.2M) Budget Carryover Revision for MS2202 Police and Fire CAD.

City of Ontario Authorized Full-Time Positions Fiscal Year 2023-24 Mid-Year Budget Update				
Agency	**FY 2023-24 Adopted Budget**	**Recommended First Quarter Budget Update**	**Recommended Mid-Year Budget Update**	**Total Authorized Full-Time Positions**
Community Development	127.00	-	-	127.00
Community Life & Culture	103.00	-	-	103.00
Economic Development	9.00	-	-	9.00
Financial Services	51.00	1.00	-	52.00
Human Resources	29.00	-	-	29.00
Information Technology	55.00	-	-	55.00
Management Services	43.00	-	-	43.00
Ontario Fire Department[1]	265.00	-	-	265.00
Ontario Municipal Utilities Company	140.00	(1.00)	-	139.00
Ontario Police Department[2]	429.00	-	-	429.00
Public Works	266.00	-	-	266.00
Total Authorized Full-Time Positions	**1,517.00**	**0.00**	**0.00**	**1,517.00**
General Fund	854.88	-	-	854.88
Other Funds	662.12	-	-	662.12
Total FTE All Funds	**1,517.00**	-	**-**	**1,517.00**
[1] OFD positions includes the following sworn positions	212.00	-	-	212.00
[2] OPD positions includes the following sworn positions	313.00	-	-	313.00

City of Ontario
Recommended Personnel Changes
Fiscal Year 2023-24
Mid-Year Budget Update

Agency	Department	Proposed Change			Position	Action	Salary Range
		General Fund	Other Fund	Total			
Community Development							
	Community Improvement	(0.82)	-	(0.82)	Senior Management Analyst	Deletion	$ 8,202 - $ 9,965
	Community Improvement	-	(0.18)	(0.18)	Senior Management Analyst	Deletion	$ 8,202 - $ 9,965
	Community Improvement	0.82	-	0.82	Administrative Officer	Addition	$ 9,959 - $ 12,109
	Community Improvement	-	0.18	0.18	Administrative Officer	Addition	$ 9,959 - $ 12,109
	Engineering	(1.00)	-	(1.00)	Assistant Engineer	Deletion	$ 8,343 - $ 10,140
	Engineering	1.00	-	1.00	Associate Engineer	Addition	$ 9,178 - $ 11,156
	Engineering	(1.00)	-	(1.00)	Senior Associate Engineer	Deletion	$ 10,171 - $ 12,359
	Engineering	1.00	-	1.00	Principal Engineer	Addition	$ 11,683 - $ 14,281
	Administration	(0.60)	-	(0.60)	Departmental Administrator	Deletion	$ 10,903 - $ 13,248
	Administration	(0.40)	-	(0.40)	Departmental Administrator	Deletion	$ 10,903 - $ 13,248
	Administration	1.00	-	1.00	Administrative Officer	Addition	$ 9,960 - $ 12,109
	Building	(1.00)	-	(1.00)	Building Inspector	Deletion	$ 5,783 - $ 7,497
	Building	1.00	-	1.00	Combination Building Inspector	Addition	$ 6,807 - $ 8,273
		-	-	-			
Community Life & Culture							
	Museum	(1.00)	-	(1.00)	Senior Recreation/Community Services Supervisor	Deletion	$ 6,806 - $ 8,270
	Museum	1.00	-	1.00	Museum, Arts and Culture Manager	Addition	$ 8,497 - $ 10,324
	Recreation	(1.00)	-	(1.00)	Management Analyst	Deletion	$ 6,616 - $ 8,043
	Recreation	1.00	-	1.00	Senior Management Analyst	Addition	$ 8,202 - $ 9,965
		-	-	-			
Financial Services							
	DIF Administration	(2.00)	-	(2.00)	DIF Analyst	Deletion	$ 8,284 - $ 10,064
	DIF Administration	2.00	-	2.00	Financial Analyst	Addition	$ 8,284 - $ 10,064
	Accounting	(1.00)	-	(1.00)	Accountant	Deletion	$ 6,280 - $ 7,632
	Accounting	1.00	-	1.00	Accounting Supervisor	Addition	$ 9,960 - $ 12,109
		-	-	-			
Management Services							
	Communications & Community Relations	(1.00)	-	(1.00)	Management Analyst	Deletion	$ 6,616 - $ 8,043
	Communications & Community Relations	1.00	-	1.00	Communications and Community Relations Manager	Addition	$ 10,736 - $ 13,050
		-	-	-			
Ontario Fire Department							
	Emergency Services	(1.00)	-	(1.00)	Chief Deputy	Deletion	$ 21,162 - $ 28,146
	Emergency Services	1.00	-	1.00	Deputy Fire Chief	Addition	$ 19,838 - $ 20,434
	E.M.S.	(1.00)	-	(1.00)	Office Specialist	Deletion	$ 4,143 - $ 5,034
	E.M.S.	1.00	-	1.00	Management Analyst	Addition	$ 6,616 - $ 8,043
		-	-	-			
Ontario Police Department							
	Administration	(1.00)	-	(1.00)	Police Administrative Services Manager	Deletion	$ 9,178 - $ 11,156
	Administration	1.00	-	1.00	Senior Management Analyst	Addition	$ 8,202 - $ 9,965
	Community Engagement Team	(1.00)	-	(1.00)	Community Service Officer	Deletion	$ 4,117 - $ 5,002
	Traffic Support Services	1.00	-	1.00	Equipment Service Technician	Addition	$ 4,555 - $ 5,529
			-	-			

City of Ontario
Recommended Personnel Changes
Fiscal Year 2023-24
Mid-Year Budget Update

Agency	Department	Proposed Change			Position	Action	Salary Range	
		General Fund	Other Fund	Total				
Public Works								
	Integrated Waste Department	0.00	(1.00)	(1.00)	Environmental Technician	Deletion	$ 4,668	$ 5,673
	Integrated Waste Department	0.00	1.00	1.00	Integrated Waste Route Specialist	Addition	$ 4,668	$ 5,673
		-	-	-				
Total Additions/(Deletions)		**-**	**-**	**-**				

Net Change By Fund	Net FTE Change *
1000 General Fund	-
2600 Special Assessment Administration	-
5010 Water Operating	-
5110 Sewer Operating	-
5210 Integrated Waste	-
6010 Equipment Services	-
6020 Information Technology	-
6030 Facility Maintenance	-
Grand Total	**-**

*Costs will be absorbed within the department's respective budget

City of Ontario
Budget Adjustment Highlights
Fiscal Year 2023-24
Mid-Year Budget Update

Agency	Description	Appropriation Adjustment	General Fund	Other Funds
Community Development				
	Inland Empire Resource Conservation District MOA (CC Approved 11/21/2023)	11,000,000		11,000,000
	Additional RMRA-SB1 funds for ST2413 Fourth Street - Sultana Avenue to Cucamonga Avenue Pavement Rehabilitation	276,350	-	276,350
	Additional RMRA-SB1 funds for ST2403 Chino Avenue - Ontario Avenue to the Channel Pavement Rehabilitation	22,791	-	22,791
	Additional RMRA-SB1 funds for TR2402 CDBG Street Light Improvements project	94,800	-	94,800
	Additional 4311 Local Adjacent Sewer funds for SE2302 Piemonte Overlay (CC Approved 1/16/24)	2,694,514	-	2,694,514
	ST2308 Edison Ave Widening Feasibility project closed	(1,500,000)	-	(1,500,000)
	Project Complete- MS1002 Climate Action Plan EIR	(155,096)	-	(155,096)
	Grove and I-10 Interchange Corridor Funding ST2418 (CC Approved 02/20/2024)	2,915,685	-	2,915,685
	SRTS - ATP Infrast Improvement FY17 Grant Closeout	(538,848)	-	(538,848)
	Historic Preservation CLG Grant Closeout	(500)	-	(500)
	SAARP Euclid Bike & Ped Corridor 2017 Grant Closeout	(11,060)	-	(11,060)
	Active Transportation Master Plan Grant Closeout	(11,040)	-	(11,040)
	Multimodal Center Needs Assessment Grant Closeout	(173,851)	-	(173,851)
	Archibald & Schaefer Street Repair	1,000,000	-	1,000,000
	Budget Carryover Revision for ST1411 SR60 & Archibald Interchange	(1,095,380)		(1,095,380)
		14,518,365	**-**	**14,518,365**

City of Ontario
Budget Adjustment Highlights
Fiscal Year 2023-24
Mid-Year Budget Update

Agency	Description	Appropriation Adjustment	General Fund	Other Funds
Community Life & Culture				
	Budget Revision for GR2120 Emporia Phase II	6,610,200	-	6,610,200
	GR2414 California Library Literacy Services Grant	35,249	-	35,249
	Budget Revision for CDBG Administration	(1,255)	-	(1,255)
	Budget Revision for Neighborhood Preservation Program	(479)	-	(479)
	Budget Revision for HOME-ARP Admin Grant	(557)	-	(557)
	Budget Revision for Americorps Grant	(505)	-	(505)
	HHAP-3 Homeless Housing Assistance and Prevention grant (CC Approved 11/07/23)	135,000	-	135,000
	Kaiser Permanente Mental Health Grant Closeout	(700)	-	(700)
	Ontario Promise Corps Project FY21 Grant Closeout	(14,952)	-	(14,952)
	Ontario Promise Corps Project FY19 Grant Closeout	(20,429)	-	(20,429)
	Whispering Lakes Golf Course Reserve (CC Approved 07/18/2023)	150,000	150,000	-
	PF2410 Affordable Housing/Veteran Housing Contribution from Affordable Housing to OHA	8,625,000		8,625,000
	Budget Carryover Revision for GR2120 Emporia Phase II	(6,610,200)		(6,610,200)
		8,906,372	**150,000**	**8,756,372**
Economic Development				
	Toyota Arena FY 2022-23 City Share (offset with revenues)	1,478,865	1,478,865	-
	Demolition of 404 N. Euclid Ave. and converted into a temporary "D Block" parking lot (CC Approved 12/05/2023)	1,984,700	-	1,984,700
	Property Acquisition for 133 N. Euclid (CC Approved 07/18/2023)	675,000	-	675,000
	Litigation Cost for 1522 W. Mission Temporary Access Center and Housing Shelter (CC Approved 12/19/2023)	875,000	-	875,000
	Additional Property Acquisition 2151 Convention Center Way (CC Approved 06/06/2023)	10,062,855	-	10,062,855
	Additional Property Acquistion for 1619-1621 E. Holt Blvd Continuum of Care Campus (CC Approved 9/05/2023)	9,705,000	-	9,705,000
	PF 2418 Granada Theater Project Deferred	(3,000,000)	-	(3,000,000)
	Design for the Arena Entertainment District - Plaza Project (CC Approved 02/20/2024)	970,147	-	970,147
	Budget Carryover Revision for MS2101 Airport EDA Project Area	(17,000,000)	-	(17,000,000)
		5,751,567	**1,478,865**	**4,272,702**

City of Ontario
Budget Adjustment Highlights
Fiscal Year 2023-24
Mid-Year Budget Update

Agency	Description	Appropriation Adjustment	General Fund	Other Funds
Financial Services				
	PF2425 Ontario Convention Center Expansion (Design Costs Reimbursement)	6,000,000	-	6,000,000
		6,000,000	**-**	**6,000,000**
Information Technology				
	Budget Carryover Revision for MS2202 Police and Fire CAD	(2,194,316)	-	(2,194,316)
		(2,194,316)	**-**	**(2,194,316)**
OMUC				
	Senior Discount Program for Utility Services (CC Approved 07/18/2023)	200,000	-	200,000
	Trustee Administrative and Arbitrage fees for the Water Bonds	5,000	-	5,000
	Project Complete - WA2001 Airport Drive 16" Water Main	(951,698)	-	(951,698)
	Project Complete - WA2005 Palmetto Ave 12" Water Main	(135,721)	-	(135,721)
	Project Complete - WA2202 1074' Reservoir Overflow Mod	(100,000)	-	(100,000)
	Project Deferred - WA2306 I-10 Corridor Express Lanes	(4,089,900)	-	(4,089,900)
	Additional 4311 Local Adjacent Sewer funds for SE2302 Piemonte Overlay (CC Approved 1/16/24)	2,419,531	-	2,419,531
	Construction of Archibald Sewer Diversion Project SE1701 (CC date 3/5/24)	2,884,078	-	2,884,078
	Budget Carryover Revision for PF0010 Municipal Services Center Renovation	(51,034)		(51,034)
		180,256	**-**	**180,256**
Ontario Fire Department				
	Riverside UASI FY17 Grant Closeout	(6,770)	-	(6,770)
	Riverside UASI FY18 Grant Closeout	(7,063)	-	(7,063)
	Homeland Security FY19 Grant Closeout	(4,960)	-	(4,960)
		(18,793)	**-**	**(18,793)**

City of Ontario
Budget Adjustment Highlights
Fiscal Year 2023-24
Mid-Year Budget Update

Agency	Description	Appropriation Adjustment	General Fund	Other Funds
Ontario Police Department				
	Public Safety Vehicle for SWAT (CC Approved 11/07/2023)	150,430	-	150,430
	Public Safety Equipment (CC Approved 06/06/2023)	1,201,702	-	1,201,702
	Purchase of Cell Site Similulator to Locate Violent Offenders and Critically Missing Person (CC Approved 02/06/2024)	1,118,388	-	1,118,388
	PF2426 OPD Master Plan (CC Approved 10/17/2023)	157,981	-	157,981
	GR2411 Citizens Option for Public Safety(COPS/ELEAS) Grant (CC Approved 11/21/23)	280,979	-	280,979
	Tobacco Grant Program FY2023-24	130,606	-	130,606
	CalOES Annual Training Allotment Grant Closeout	(15,000)	-	(15,000)
	Justice Assistance Grant FY16 Closeout	(576)	-	(576)
	CHP Every 15 Minutes FY22 Grant Closeout	(1,994)	-	(1,994)
	Office of Traffic Safety (OTS) STEP Grant FY18 Grant Closeout	(95,863)	-	(95,863)
	Office of Traffic Safety (OTS) STEP FY21 Grant Closeout	(3,859)	-	(3,859)
	Homeland Security FY17 Grant Closeout	(2,313)	-	(2,313)
	CHP Every 15 Minutes FY20 Grant Closeout	(8,500)	-	(8,500)
	ABC Office of Traffic Safety FY20 Grant Closeout	(796)	-	(796)
	Tobacco Enforcement Grant Program (Prop 56) FY18 Grant Closeout	(2,700)	-	(2,700)
	Office of Traffic Safety (OTS) STEP Grant FY19 Closeout	(3,600)	-	(3,600)
	Office of Traffic Safety (OTS) STEP FY20 Grant Closeout	(10,194)	-	(10,194)
	Citizens' Option for Public Safety (COPS/ELEAS) Grant FY18 Closeout	(2,217)	-	(2,217)
	Tobacco Enforcement Grant Program (Prop 56) FY19 Grant Closeout	(300)	-	(300)
	STAKE FY19 PD Grant Closeout	(400)	-	(400)
		2,891,774	**-**	**2,891,774**

City of Ontario
Budget Adjustment Highlights
Fiscal Year 2023-24
Mid-Year Budget Update

Agency	Description	Appropriation Adjustment	General Fund	Other Funds
Public Works				
	City Infrastructure Enhancement and New Street Network Design Related to the Sports Complex (CC Approved 01/16/2024)	6,117,228	-	6,117,228
	Expedited Plan Check, Building Official and Building Inspection duties for the Sports Complex Minor League Stadium (CC Approved 01/16/2024)	788,960	-	788,960
	Carryforward Appropriation from FY 2022-23 PF2103 Climatec Project	2,087,133	-	2,087,133
	PF 2418 Granada Theater Project Deferred	(550,000)	-	(550,000)
	Used Oil Grant (OPP11) FY 20-21 Grant Closeout	(5,705)	-	(5,705)
	Used Oil Grant (PP10) FY19-20 Closeout	(3,951)	-	(3,951)
	Budget Carryover Revision for PA2202 Parkways Improvement on G Street	(94,617)		(94,617)
		8,339,048	**-**	**8,339,048**
	Total Expenditures	44,374,273	1,628,865	42,745,408
	Transfers-Out	-	-	-
	Grand Total	**$ 44,374,273**	**$ 1,628,865**	**$ 42,745,408**

Note: This schedule does not include Carryforward or transfers-out

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2023-24
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
GENERAL FUND					
Fund 1000 - General Fund					
Toyota Arena FY 2022-23 City Share	1,478,865	2,791,773	-	-	1,312,908
Mid-Year Revenue Update for Corona FD Dispatch Services	-	(100,000)	-	-	(100,000)
Whispering Lakes Golf Course Reserve (CC Approved 07/18/2023)	150,000	-	-	-	(150,000)
Mid-Year Revenue Update for Special Districts Service Charges (CC Approved 7/18/2023)	-	726,000	-	-	726,000
Mid-Year Revenue Update Sales Tax	-	(8,923,000)	-	-	(8,923,000)
Mid-Year Revenue Update Transactions & Use Tax - Measure Q	-	(30,792,000)	-	-	(30,792,000)
Mid-Year Revenue Update Property Tax - Current Secured	-	5,808,000	-	-	5,808,000
Mid-Year Revenue Update Property Tax - Current Unsecured	-	300,000	-	-	300,000
Mid-Year Revenue Update Property Tax - Aircraft	-	159,000	-	-	159,000
Mid-Year Revenue Update Property Tax - Prior Year(s)	-	500,000	-	-	500,000
Mid-Year Revenue Update Property Tax - Utility/Unitary	-	318,000	-	-	318,000
Mid-Year Revenue Update Property Tax - RDA Residual	-	1,280,000	-	-	1,280,000
Mid-Year Revenue Update Property Tax - VLF	-	2,358,314	-	-	2,358,314
Mid-Year Revenue Update Parking Tax	-	800,000	-	-	800,000
Mid-Year Revenue Update Rental/Lease of City Property	-	86,000	-	-	86,000
Mid-Year Revenue Update Franchise Fee	-	445,000	-	-	445,000
GENERAL FUND TOTAL	**1,628,865**	**(24,242,913)**	**-**	**-**	**(25,871,778)**
SPECIAL REVENUE FUNDS					
Fund 2010 - Community Development Block Grant					
Budget Revision for CDBG Administration	(1,255)	-	-	-	1,255
Budget Revision for Neighborhood Preservation Program	(479)	-	-	-	479
	(1,734)	-	-	-	1,734
Fund 2020 - HOME Grants					
Budget Revision for HOME-ARP Admin Grant	(557)	-	-	-	557
	(557)	-	-	-	557
Fund 2021 - Housing Grants					
Budget Revision for GR2120 Emporia Phase II	9,730,190	9,730,190	-	-	-
	9,730,190	9,730,190	-	-	-

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2023-24
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
Fund 2400 - General Fund Grants					
GR2414 California Library Literacy Services Grant	35,249	35,249	-	-	-
GR2411 Citizens Option for Public Safety(COPS/ELEAS) Grant (CC Approved 11/21/23)	280,979	280,979	-	-	-
Budget Revision for Americorps Grant	(505)	-	-	-	505
Tobacco Grant Program FY2023-24	130,606	130,606	-	-	-
HHAP-3 Homeless Housing Assistance and Prevention grant (CC Approved 11/07/23)	135,000	135,000	-	-	-
SRTS - ATP Infrast Improvement FY17 Grant Closeout	(538,848)	(538,848)	-	-	-
CalOES Annual Training Allotment Grant Closeout	(15,000)	(15,000)	-	-	-
Justice Assistance Grant FY16 Closeout	(576)	(576)	-	-	-
Historic Preservation CLG Grant Closeout	(500)	(500)	-	-	-
CHP Every 15 Minutes FY22 Grant Closeout	(1,994)	(1,994)	-	-	-
Kaiser Permanente Mental Health Grant Closeout	(700)	(700)	-	-	-
Office of Traffic Safety (OTS) STEP Grant FY18 Grant Closeout	(95,863)	(95,863)	-	-	-
Office of Traffic Safety (OTS) STEP FY21 Grant Closeout	(3,859)	(3,859)	-	-	-
Riverside UASI FY17 Grant Closeout	(6,770)	(6,770)	-	-	-
Ontario Promise Corps Project FY21 Grant Closeout	(14,952)	(14,952)	-	-	-
Homeland Security FY17 Grant Closeout	(2,313)	(2,313)	-	-	-
CHP Every 15 Minutes FY20 Grant Closeout	(8,500)	(8,500)	-	-	-
SAARP Euclid Bike & Ped Corridor 2017 Grant Closeout	(9,954)	(9,954)	-	-	-
Active Transportation Master Plan Grant Closeout	(9,773)	(9,773)	-	-	-
ABC Office of Traffic Safety FY20 Grant Closeout	(796)	(796)	-	-	-
Tobacco Enforcement Grant Program (Prop 56) FY18 Grant Closeout	(2,700)	(2,700)	-	-	-
Office of Traffic Safety (OTS) STEP Grant FY19 Closeout	(3,600)	(3,600)	-	-	-
Office of Traffic Safety (OTS) STEP FY20 Grant Closeout	(10,194)	(10,194)	-	-	-
Riverside UASI FY18 Grant Closeout	(7,063)	(7,063)	-	-	-
Ontario Promise Corps Project FY19 Grant Closeout	(20,429)	(20,429)	-	-	-
Citizens' Option for Public Safety (COPS/ELEAS) Grant FY18 Closeout	(2,217)	(2,217)	-	-	-
Tobacco Enforcement Grant Program (Prop 56) FY19 Grant Closeout	(300)	(300)	-	-	-
Homeland Security FY19 Grant Closeout	(4,960)	(4,960)	-	-	-
Multimodal Center Needs Assessment Grant Closeout	(99,916)	(99,916)	-	-	-
STAKE FY19 PD Grant Closeout	(400)	(400)	-	-	-
	(280,848)	(280,343)	-	-	505

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2023-24
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
Fund 2510 - DOJ Asset Seizure					
Public Safety Vehicle for SWAT (CC Approved 11/07/2023)	150,430	-	-	-	(150,430)
Public Safety Equipment (CC Approved 06/06/2023)	1,201,702	-	-	-	(1,201,702)
Purchase of Cell Site Similulator to Locate Violent Offenders and Critically Missing Person (CC Approved 02/06/2024)	1,118,388	-	-	-	(1,118,388)
	2,470,520	-	-	-	(2,470,520)
Fund 2530 - Gas Tax					
SAARP Euclid Bike & Ped Corridor 2017 Grant Closeout	(1,106)	-	-	-	1,106
Active Transportation Master Plan Grant Closeout	(1,267)	-	-	-	1,267
Multimodal Center Needs Assessment Grant Closeout	(73,935)	(73,935)	-	-	-
Multimodal Center Needs Assessment Grant Closeout	-	(73,935)	-	-	(73,935)
Multimodal Center Needs Assessment Grant Closeout	(73,935)	-	-	-	73,935
Budget Carryover Revision for ST1411 SR60 & Archibald Interchange	(755,380)				755,380
	(831,688)	(73,935)	-	-	757,753
Fund 2531 - Road Maint & Rehab Acct (SB1)					
Additional RMRA-SB1 funds for ST2413 Fourth Street - Sultana Avenue to Cucamonga Avenue Pavement Rehabilitation	276,350	-	-	-	(276,350)
Additional RMRA-SB1 funds for ST2403 Chino Avenue - Ontario Avenue to the Channel Pavement Rehabilitation	22,791	-	-	-	(22,791)
Additional RMRA-SB1 funds for TR2402 CDBG Street Light Improvements project	94,800	-	-	-	(94,800)
Budget Carryover Revision for ST1411 SR60 & Archibald Interchange	(340,000)				340,000
	53,941	-	-	-	(53,941)
Fund 2620 - Storm Drain District Fund					
Move Interest Income from Storm Drain District Fund to Storm Drain Maintenance Fund	-	(970)	-	-	(970)
	-	(970)	-	-	(970)
Fund 2640 - Storm Drain Maintenance					
Move Interest Income from Storm Drain District Fund to Storm Drain Maintenance Fund	-	970	-	-	970
	-	970	-	-	970
Fund 2920 - Ontario Ranch Services CFDs					
Mid-Year Revenue Update for Special Districts Service Charges (CC Approved 7/18/2023)	-	726,000	-	-	726,000
	-	726,000	-	-	726,000
SPECIAL REVENUE FUNDS TOTAL	**11,139,824**	**10,101,912**	**-**	**-**	**(1,037,912)**

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2023-24
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
CAPITAL PROJECT FUNDS					
Fund 4010 - Capital Projects					
PF2425 Ontario Convention Center Expansion	6,000,000	-	-	-	(6,000,000)
Demolition of 404 N. Euclid Ave. and Conversion into a Temporary "D Block" Parking Lot (CC Approved 12/05/2023)	1,984,700	-	-	-	(1,984,700)
City Infrastructure Enhancement and New Street Network Design Related to the Sports Complex (CC Approved 01/16/2024)	6,117,228	-	-	-	(6,117,228)
Expedited Plan Check, Building Official and Building Inspection duties for the Sports Complex Minor League Stadium (CC Approved 01/16/2024)	788,960	-	-	-	(788,960)
Property Acquisition for 133 N. Euclid (CC Approved 07/18/2023)	675,000	-	-	-	(675,000)
Litigation Cost for 1522 W. Mission Temporary Access Center and Housing Shelter (CC Approved 12/19/2023)	875,000	-	-	-	(875,000)
Property Acquisition 2151 Convention Center Way (CC Approved 06/06/2023)	10,062,855	-	-	-	(10,062,855)
Property Acquistion for 1619-1621 E. Holt Blvd Continuum of Care Campus (CC Approved 9/05/2023)	9,705,000	-	-	-	(9,705,000)
PF 2418 Granada Theater Project Deferred	(5,050,000)	-	-	-	5,050,000
ST2308 Edison Ave Widening Feasibility project closed	(1,500,000)	-	-	-	1,500,000
Project Complete- MS1002 Climate Action Plan EIR	(155,096)	-	-	-	155,096
Design for the Arena Entertainment District - Plaza Project (CC Approved 02/20/2024)	970,147	-	-	-	(970,147)
Archibald & Schaefer Street Repair	1,000,000	-	-	-	(1,000,000)
Budget Carryover Revision for MS2101Airport EDA Project Area	(17,000,000)				17,000,000
Budget Carryover Revision for PF0010 Municipal Services Center Renovation	(51,034)	-	-	-	51,034
Budget Carryover Revision for PA2202 Parkways Improvement on G Street	(94,617)				94,617
	15,828,143	-	-	-	(15,828,143)
Fund 4020 - Ground Access					
Grove and I-10 Interchange Corridor Funding ST2418 (CC Approved 02/20/2024)	2,332,548	-	-	-	(2,332,548)
	2,332,548	-	-	-	(2,332,548)
Fund 4030 - Affordability In-Lieu					
PF2410 Affordable Housing/Veteran Housing Contribution from Affordable Housing to OHA	8,625,000	-	-	-	(8,625,000)
Budget Revision for GR2120 Emporia Phase II	(9,730,190)	-	-	-	9,730,190
	(1,105,190)	-	-	-	1,105,190
Fund 4213 - Law Enforcement Impact					
PF2426 OPD Master Plan (CC Approved 10/17/2023)	157,981	-	-	-	(157,981)
	157,981	-	-	-	(157,981)
Fund 4216 - Species Habitat Impact					
Inland Empire Resource Conservation District MOA (CC Approved 11/21/2023)	11,000,000	-	-	-	(11,000,000)
	11,000,000	-	-	-	(11,000,000)

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2023-24
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
Fund 4311 - OMC - Local Adjacent Sewer					
Additional 4311 Local Adjacent Sewer funds for SE2302 Piemonte Overlay (CC Approved 1/16/24)	2,649,531	-	-	-	(2,649,531)
Additional 4311 Local Adjacent Sewer funds for SE2302 Piemonte Overlay (CC Approved 1/16/24)	2,694,514				(2,694,514)
Additional 4311 Local Adjacent Sewer funds for SE2302 Piemonte Overlay (CC Approved 1/16/24)	(44,983)	-	-	-	44,983
Construction of Archibald Sewer Diversion Project SE1701 (CC date 3/5/24)	-	-	-	-	-
Construction of Archibald Sewer Diversion Project SE1701 (CC date 3/5/24)	2,884,078	-	-	-	(2,884,078)
Construction of Archibald Sewer Diversion Project SE1701 (CC date 3/5/24)	(22,905)	-	-	-	22,905
Construction of Archibald Sewer Diversion Project SE1701 (CC date 3/5/24)	(2,411,173)	-	-	-	2,411,173
Construction of Archibald Sewer Diversion Project SE1701 (CC date 3/5/24)	(450,000)	-	-	-	450,000
	2,649,531	-	-	-	(2,649,531)
Fund 4313 - OMC - Local Adjacent Storm Drain					
Projected reimbursement of 77.5% from SBCFD and City of Chino for San Antonio Storm Drain Project SM2101	-	10,850,000	-	-	10,850,000
	-	10,850,000	-	-	10,850,000
Fund 4314 - OMC - Local Adjacent Water					
Project Complete - WA2001 Airport Drive 16" Water Main	(951,698)	-	-	-	951,698
Project Complete - WA2005 Palmetto Ave 12" Water Main	(135,721)	-	-	-	135,721
	(1,087,419)	-	-	-	1,087,419
Fund 4317 - OMC - Regional Streets					
Grove and I-10 Interchange Corridor Funding ST2418 (CC Approved 02/20/2024)	583,137	-	-	-	(583,137)
	583,137	-	-	-	(583,137)
CAPITAL PROJECT FUNDS TOTAL	**30,358,731**	**10,850,000**	**-**	**-**	**(19,508,731)**

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2023-24
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
ENTERPRISE FUNDS					
Fund 5010 - Water Operating					
Senior Discount Program for utility services (CC Approved 07/18/2023)	90,000	-	-	-	(90,000)
	90,000	-	-	-	(90,000)
Fund 5011 - Water Capital					
Trustee Administrative and Arbitrage Fees for the Water Bonds	5,000	-	-	-	(5,000)
Project Complete - WA2202 1074' Reservoir Overflow Mod	(100,000)	-	-	-	100,000
Project Deferred - WA2306 I-10 Corridor Express Lanes	(4,089,900)	-	-	-	4,089,900
	(4,184,900)	-	-	-	4,184,900
Fund 5110 - Sewer Operating					
Senior Discount Program for utility services (CC Approved 07/18/2023)	46,000	-	-	-	(46,000)
	46,000	-	-	-	(46,000)
Fund 5111 - Sewer Capital					
Additional 4311 Local Adjacent Sewer funds for SE2302 Piemonte Overlay (CC Approved 1/16/24)	2,464,514	2,694,514	-	-	230,000
Construction of Archibald Sewer Diversion Project SE1701 (CC date 3/5/24)	2,884,078	2,884,078	-	-	-
	5,348,592	5,578,592	-	-	230,000
Fund 5210 - Integrated Waste					
Senior Discount Program for Utility Services (CC Approved 07/18/2023)	64,000	-	-	-	(64,000)
Move Interest Income from Integrated Waste Facilities Fund to Integrated Waste Fund	-	45,787	-	-	45,787
Used Oil Grant (OPP11) FY 20-21 Grant Closeout	(9,656)	(9,656)	-	-	-
Used Oil Grant (PP10) FY19-20 Closeout	(3,951)	(3,951)	-	-	-
	54,344	36,131	-	-	(18,213)
Fund 5211 - Integrated Waste Facilities					
Move Interest Income from Integrated Waste Facilities Fund to Integrated Waste Fund	-	(45,787)	-	-	(45,787)
	-	(45,787)	-	-	(45,787)
ENTERPRISE FUNDS TOTAL	**1,354,036**	**5,568,936**	**-**	**-**	**4,214,900**

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2023-24
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
INTERNAL SERVICE FUNDS					
Fund 6020 - Information Technology					
Budget Carryover Revision for MS2202 Police and Fire CAD	(2,194,316)	-	-	-	2,194,316
	(2,194,316)	-	-	-	2,194,316
Fund 6030 - Facilities & Parks Maintenance					
Carryforward Appropriation from FY 2022-23 PF2103 Climatec Project	2,087,133	-	-	-	(2,087,133)
	2,087,133	-	-	-	(2,087,133)
Fund 6111 - General Liability					
General Liability Settlement Insurance Reimbursement		4,000,000	-	-	4,000,000
	-	4,000,000	-	-	4,000,000
INTERNAL SERVICE FUNDS TOTAL	**(107,183)**	**4,000,000**	**-**	**-**	**4,107,183**
TOTAL CITY FUNDS BUDGET ADJUSTMENTS	**44,374,273**	**6,277,935**	**-**	**-**	**(38,096,338)**
Fund 2310 - Ontario Housing Authority					
PF2410 Affordable Housing/Veteran Housing Contribution from Affordable Housing to OHA	-	8,625,000	-	-	8,625,000
	-	8,625,000	-	-	8,625,000
AGENCY FUNDS TOTAL	**-**	**8,625,000**	**-**	**-**	**8,625,000**
					-
TOTAL ALL FUNDS BUDGET ADJUSTMENTS	**44,374,273**	**14,902,935**	**-**	**-**	**(29,471,338)**

CITY OF ONTARIO *Agenda Report* **March 5, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: A SERVICE AND SOFTWARE LICENSING AGREEMENT WITH ACCELA, INC. TO UPGRADE THE CITY'S LAND MANAGEMENT SOFTWARE SYSTEM

RECOMMENDATION: That the City Council authorizes the City Manager or his designee to execute an Agreement with Accela, Inc., of San Ramon, California, to upgrade the City's land management software system, in an amount not-to-exceed $3,041,548.

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

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations from the Information Technology Capital Improvements Project fund for projects, including modernization of the land management system. The proposed Service and Software Licensing Agreement will be for three years, with an optional two years, with a contract amount not to exceed $3,041,548, which includes $459,910 for year one, $492,104 for year two, $526,551 for year three, $563,410 for year four, $602,849 for year five and a 15% contingency of $396,724. The fixed billing rates specified in the current Agreement will determine the amount charged for service and reflect the actual service provided. If approved, appropriations will be added to the future years' budget consistent with the annual adoption process.

BACKGROUND & ANALYSIS: Accela, Inc. provides a unified cloud-based platform for permitting, licensing, plan review, and invoicing software solutions that improve the City's efficiency and transparency. Accela's online portal allows residents, businesses, and developers to submit proposals, check for status updates, and pay outstanding fees.

The Community Development Agency uses Accela to calculate and collect permit fees, manage the permit approval process, and track credits issued and used as part of the Development Impact Fee program. The Fire Department uses Accela for plan review, one-time permits, and to manage violation fees for annual permits. In 2016, the Ontario Municipal Utilities Company Environmental Department also transitioned to Accela to manage wastewater permitting.

The current system's infrastructure (the hardware, software, and configuration) has remained unchanged since 2010. The vendor has notified the City that it will no longer support our current version at the end of 2025. The proposed Agreement allows the City to transition to the most recent software version into the cloud-based platform managed directly by Accela and allows the City to continue using Accela for another three years with an optional renewal period of two years. Staff requests City Council approval for a not-to-exceed amount of $3,041,548.

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "***Agreement***") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "***Effective Date***") by and between Accela, Inc. and the entity identified in such Order ("***Customer***").

1. **DEFINITIONS.**

1.1 "***Accela System***" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "***Aggregate Data***" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "***Authorized User***" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "***Consulting Services***" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "***Customer Data***" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "***Documentation***" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "***External Users***" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "***Intellectual Property Rights***" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "***Order***" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "***Service Availability Policy***" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "***Subscription Services***" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "***Software***" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "***Support Services***" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 "***Subscription Period***" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. **USAGE AND ACCESS RIGHTS**.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights

of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties,

withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics,

marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim, with participation from the Customer. Notwithstanding any language to the contrary, nothing shall prevent the Customer from the right to control its own defense. In the event that Accela reasonably believes, in its sole discretion, that such claim may

prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services

in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("***Third Party Services***") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4 Termination for Non-Appropriation of Funds. Customer may terminate this Agreement or any Order hereunder at any time upon thirty (30) day's written notice to Accela due to the Non-Appropriation of Funds. Notwithstanding anything to the contrary in this Agreement or any Order, in the event of any termination under this Section, Customer will only be liable to make any payments which are due hereunder to Accela for work performed in accordance with the terms and conditions herein up to the date of such termination.

11.5 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.6 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.5 (Effect of Termination), 11.6 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. **GENERAL.**

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in San Bernardino County California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Neither Party may assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be

modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.7 Cyber Liability Insurance. Accela agrees to have Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Accela in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Statement of Work

Ontario, California
SaaS Migration Services

2/13/2024

Version 1.1

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200

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APPENDIX A: CHANGE ORDER FORM ..... ERROR! BOOKMARK NOT DEFINED.

SIGNATURE AND ACCEPTANCE ..... **ERROR! BOOKMARK NOT DEFINED.**

DOCUMENT CONTROL

Date	Author	Version	Change Reference
5/16/2022	J. White	1.0	SOW Creation
6/6/2022	J. White	1.1	Revised based on customer feedback
12/20/2023	J. White	1.2	Update assumptions

INTRODUCTION

OVERVIEW

This Statement of Work ("SOW") dated as of the last date of signature below sets forth the scope and definition of the project-based professional services (collectively, the "Professional Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") to Ontario, CA ("Agency" or "Customer").

This SOW is issued pursuant to and governed by the terms and conditions of the Accela Consulting Services Policy found at www.accela.com/terms.

In the event of a conflict between the SOW and the Agreement, the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Professional Services but will not prevail over, modify, or terminate any surviving provision of the Agreement. This SOW is effective as of the date that the SOW was last signed by the Customer and Accela ("SOW Effective Date").

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to the Customer under this SOW.

SCOPE OF SERVICES

Accela will provide services to the Agency for migrating the Accela on-premise Land Management instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of Oracle DBs (up to 3 environments: Support, Test, Production)
- Assistance migrating the seven specific interfaces:
    - GIS (including load of APO data)
    - Credit Card Payment Adapter
    - Finance System
    - Fire Inspection Web Application
    - CAD Information
    - Bluebeam EDR
    - California State License Board (CSLB)
- Migration of up to 150 Crystal reports
- Upgrade EMSE scripts to the 3.0 framework
- Assist in integrating Okta SSO
- Up to 20 hour of issue resolution and testing assistance
- Go live planning and cutover assistance

Products

The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*

PROJECT MANAGEMENT AND OVERSIGHT

Accela shall perform ongoing project management services in conjunction with the Agency project manager throughout the project in order to plan and monitor execution of the project in accordance with the activities outlined in the Statement of Work.

Accela Responsibilities:
Provide overall Accela project management support throughout implementation, included:

- Project document management via SharePoint
- Participate in project status meetings with Agency and Client stakeholders to review the projects status, risks, issues, change requests, as needed to review Accela tasks and status
- Conduct weekly plan review with Agency Project Manager to include:
    - Complete, in progress, and pending items
    - Open action items
    - Upcoming deliverables and project milestones
- Weekly project status meeting
- Facilitate executive project oversight and quality assurance
    - Support for monthly meetings with executive leadership

WORK DESCRIPTION

Accela will perform a migration of the customer's on-premise Accela environments using Oracle (up to 3 environments: Support, Test, Production) to the Accela SaaS platform.

Steps:

1. Customer provides an updated backup of the Oracle databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, AMO, and ADS databases as required)
    a. Copy database to Accela site
    b. Execute preparation and remediation scripts; drop any custom objects
    c. Convert from Oracle to SQL Server
    d. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
7. Execute automated test tool to ensure proper system functionality
8. Customer performs migration validation
9. Remediate any data issues that found from the migration
10. Provide the customer with a backup of the revised SQL DB
11. Upgrade script configuration to EMSE 3.0 framework
    - Update events to use EMSE 3.0 Master Scripts
    - Convert EMSE code in standard choices to script files
12. Migrate and Test integrations
    - Repoint service endpoints to new URLs
    - Adjust firewall rules and network topologies as necessary
    - Update interface EMSE scripting dependences for Azure compatibility
13. Migrate and update Crystal reports (maximum of 150)

- Import reports into the Accela SaaS environment
- Update reports to remove dependencies on custom objects (stored procedures, functions)
- Update from PL SQL (Oracle) to TSQL (SQL Server)
- Facilitate customer testing and remediate any issues found resulting from migration

14. Validate Ad Hoc reports
    - Remove dependencies on custom views where possible
    - Convert to Crystal as needed
15. Develop go live plan
16. Final go-live/roll back decision
17. Execute go live plan

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Agency will provide the necessary data, files, and other specified inputs to perform the work described in this agreement. These items will be uploaded to secure Azure storage by the Agency. Failure to provide these items in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.
- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed or addition cost may result from the re-development of a new interface.

INTERFACE ASSUMPTIONS

- Agency will be responsible for hosting custom interfaces unless otherwise specified in the Accela SaaS License Agreement.
- The agency will purchase the Enhanced Reporting Database (ERD) as part of their SaaS license. If the agency does not purchase ERD, then additional scope may be required to migrate interfaces.

PROJECT TIMELINE

The project is estimated to take 24 weeks. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request to Accela to put the project on hold. Delays of two (2) weeks or more that have a tangible impact to Accela's resource plan are subject to Change Order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the SOW and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the SOW at the time of the delay. After that time, Accela can choose to cancel the rest of the SOW. To finish the project will require a new SOW at new pricing at the standard rates.

PAYMENT TERMS

PAYMENT SCHEDULE

- 50% due at contract signing $95,080.
- 50% invoiced at completion $95,080.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

CONTRACT SUM

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is $190,160. This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

ADMINISTRATION

CHANGE ODERS

In order to make a change to the scope of the Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Change Order, based on the standard rate for Accela resources of $250 per hour. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. If Accela's effort changes, such as changes to the baseline schedule, roles, responsibilities, assumptions, or scope, or if additional support hours are required, a Change Order will be created that details these changes and impact to project and cost (if any). Any

Change Order must be agreed to by Accela and Agency prior to commencing any activities defined in the Change Order.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Professional Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of its Professional Services described in this SOW except as set out in the Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Professional Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, integrations and adaptors.

In the event Agency requires significant work beyond the scope of the included configuration and onboarding services, Accela may request that Agency separately engages Accela's Professional Services organization to complete the out-of-scope services. In such instance, a separate proposal and statement of work for the additional services will be drawn up and agreed between the parties.

SIGNATURES

This SOW is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

ACCELA, INC.

_____
Authorized Signature

_____
Name – Type or Print

_____
Title

_____
Date

City of Ontario, CA

_____
Authorized Signature

_____
Name – Type or Print

_____
Title

_____
Date

CITY OF ONTARIO *Agenda Report* **March 5, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Cynthia Heredia-Torres Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR ON-CALL PROJECT MANAGEMENT SERVICES

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 Transtech Engineers, Inc. (Transtech), of Chino, California, for on-call Project Management Services for the Concession Stand Remodel at Latimer Field in an amount of $7,040 for a total not-to-exceed contract amount of $1,146,000; and
B. Authorize the City Manager or his designee to execute Amendment No. 3 to the Professional Services Agreement with Transtech, of Chino, California, for on-call Project Management Services in an amount of $150,000 for a total not-to-exceed contract amount of $1,296,000.

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

FISCAL IMPACT: The proposed Amendment No. 2 will increase the contract amount by $7,040, funded by Measure Q, for a total not-to-exceed contract amount of $1,146,000. The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Capital Projects-Measure Q Fund for Project Management Services for the Concession Stand Remodel at Latimer Field. The total contract amount of $1,146,000 includes on-call work performed for various citywide projects.

The proposed Amendment No. 3 will increase the contract amount by $150,000 for a total not-to-exceed contract amount of $1,296,000. The total compensation paid to Transtech will be commensurate with the City Council approved budgets for various Agencies and tasks for the respective fiscal years. Budget appropriations will be added at future quarterly budget updates as the services are needed and used.

BACKGROUND & ANALYSIS: On April 4, 2023, the City entered into the current Professional Services Agreement with Transtech for On-Call Project Management Services after participating in a competitive RFP process. On January 16, 2024, Amendment No. 1 with Transtech was approved for Proposed Minor League Baseball Stadium and Parking Structure Expedited Plan Check, Building Official, and Building Inspection Services.

The proposed Amendment No. 2 to the Professional Services Agreement with Transtech for Project Management Services for the Concession Stand Remodel at Latimer Field includes tasks related to hazardous materials abatement oversight, including post abatement completion verification inspection, testing, analysis, and clearance certification prior to structure renovation or demolition activities. The estimated completion date for this project is September 2024.

Additionally, Staff is recommending approval of Amendment No. 3 to the Professional Services Agreement with Transtech to increase the not-to-exceed contract amount and to continue providing as-needed project management services for various projects involving new infrastructure and needs for new development. This amendment will allow for continuity in supporting the City's ongoing efforts in completing critical projects efficiently, including work that cannot be performed by City Staff, ultimately resulting in more satisfactory work products.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TRANSTECH ENGINEERS, INC.

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 **Transtech Engineers, 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 Agrement" dated April 4, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase contract by $7,040 to include hazardous materials abatement oversight, project management, onsite monitoring, regulatory compliance audits and post abatement independent completion verification inspection, testing, analysis and clearance certification prior to structure renovation or demolition activities for the Concession Stand Remodel Project at Latimer Baseball Field. The Parties have heretofore entered into that Amendment No. 1 dated January 16, 2024.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.15 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> 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 **One Million One Hundred Forty-Six Thousand**

Dollars ($1,146,000) 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.

Exhibit C 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. 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 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TRANSTECH ENGINEERS, 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

TRANSTECH ENGINEERS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

About Transtech Video Highlight:
CLICK HERE

February 2, 2024

City Of Ontario
Public Works Agency
1333 S. Bon View Avenue
Ontario, Ca 91761

Attn.: Niles Boyer, Interim Municipal Services Director
E: nboyer@ontarioca.gov
P: 909 395-2690
C: 909-455-4029

***REVISED Task Order Proposal*, PMCM Services for Concession Stand Remodel Project at Latimer Baseball Field**

Dear Mr. Boyer:

As requested, Transtech is pleased to submit this Task Order Proposal for the subject project.

PROPOSED PROJECT:

Project Information:

The proposed project involves the remodel of the existing Concession Stand at Latimer Baseball Field,

The current structure is two story building. The bottom floor is constructed from masonry block and is used for the concession stand, storage and restrooms. The second floor is used for the Eastern Little League office and game announcers booth the second floor is constructed of wood framing and siding with truss roofing and asphalt composite shingle material.



The Remodel scope of the project consists of:
1. Complete removal of second floor
2. Construction of new second floor
3. Construction of new ADA compliant restrooms







Total Project Budget is $925,000, which includes Construction, A&E, PMCM Services Costs.

TRANSTECH'S SERVICES:

Transtech's Proposed Scope of Services:

Transtech will provide project and construction management services during design, bidding and construction phases of the project.

Project Design Phase:

- Prepare of overall project schedule.
- Assist the City in getting proposals from City's On-call or from out-side A&E Consultants for necessary design services for the remodel work.
- Assist the City in getting proposals from City's On-call or from out-side Haz-Mat Consultants for Haz-Mat testing and report (Note: Pre-renovation hazardous materials identification surveys/testing are required for asbestos, lead and universal hazardous waste.)
- Assist the City in the review and evaluation of proposals and selection of consultants.
- Provide project management and coordination as necessary, including project progress monitoring, meetings, coordination with consultants and City Project staff, project status updates, responding to questions, project documentation, review of invoices submitted by consultants, review of any scope change/adjustments requests from consultants, and overall project management tasks as necessary
- Assist in the preparation of Remodel Bid Package (A&E and Hz-Mat Consultants provide technical documents, plans).
- Note: Plans are checked by City's Building and Safety Department.

Bidding Phase:

- Provide support during bid advertisement phase, including coordination with Design Consultant and Haz-Mat Consultant for responses to RFI's, issuance Addenda, etc. (Note: City advertises the Bid Package on PlanetBids)
- Assist in the review and evaluation of bids submitted by the contractors.
- Conduct bid analysis.
- Establishing lowest responsive bidder.
- Provide support during contract award process.

Construction Phase:

- Provide project and construction management services during construction, including:
    - Coordination.
    - Monitor quality of construction via regular job-site inspections.
    - Attend construction meetings.
    - Document construction progress.
    - Progress payment review and processing.
    - Control of changed work, including preparation of Field Directives and review of Change Order Requests ('CORs').

- RFI review, distribution, and response consolidation.
- Review of the work for compliance with the construction documents.
- Maintenance of contract documents.
- Tracking of submittals.
- Tracking of construction schedule and contract time.
- Attend punch-walk on behalf of Client.
- Monitor punch-list progress and completion to 100%
- Provide support as needed.
- Project Closeout.
- Hazardous Materials (HazMat) Abatement Oversight, Project Management, Onsite Monitoring, Regulatory Compliance Audits, & Post-Abatement/Remediation Independent Completion Verification Inspections, Testing, Analysis, and Clearance Certification prior to structure renovation & demolition at the above property.

Transtech's Estimated Budget for PMCM Services:

Staff Level	Subconsultant's Fee	Subconsultant's Mark-up Processing Fee	Average Billing Rate	Hours Allocation	Total
Sr. Engineer/Sr. CM&PM Staff			$ 200.00	100	$ 20,000.00
Technical and Project Management Support Staff			$ 185.00	200	$ 37,000.00
Lower Tear Support Staff			$ 160.00	50	$ 8,000.00
Hazardous Materials (HazMat) Abatement Oversight, Project Management, Onsite Monitoring, Regulatory Compliance Audits, & Post-Abatement Independent Completion Verification Inspection, Testing, Analysis, and Clearance Certification Prior to Structure Renovation or Demolition Activities. Work to be performed by Property Health Inc.	$6,400	10%			$ 7,040.00
Total Estimate Budget					**$ 72,040.00**

Note: The above table provides an estimation of overall efforts to establish a total budget. Actual invoicing will be based on time cards showing actual staff classifications who will perform various tasks. Staff classifications/allocations/hours/rates/ may vary based on work needs within the established "Total Estimated Budget."

Thank you for the opportunity to submit this proposal.

Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Ali Cayir

Ali Cayir, PE, Principal
E: ali.cayir@transtech.org; C: 714-319-6137

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TRANSTECH ENGINEERS, 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 Transtech Engineers, 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 April 04, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the contract amount by $150,000 to include the following services for the construction of the Minor League Baseball Stadium, Building Official, Building Plan Check and Building Inspection. Please see Exhibit "A". The Parties have heretofore entered into that Amendment No. 1 dated January 16, 2024 and Amendment No. 3 pending Council approval on March 5, 2024.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3.1 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:

> 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements for all Services rendered under this Agreement in Exhibit "A" at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation not to exceed One Hundred Fifty Thousand Dollars

($150,000) for a new not to exceed amount of One Million Two Hundred Ninety-Six Thousand Dollars ($1,296,000) without City Manager's written approval. 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 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 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TRANSTECH ENGINEERS, 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

Transtech Engineers, Inc.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

"EXHIBIT A"

About TRANSTECH
Video Highlight:
CLICK HERE

February 22, 2023

TRANSTECH
Est. 1989

City of ONTARIO
Submitted on PlanetBids

Proposal, D&C22-019 PROJECT MANAGEMENT SERVICES

Transtech is pleased to submit this proposal for the subject services.

Thank you for the opportunity to submit this proposal.

Should you have any questions, or require additional information, please contact us.

Sincerely,

TRANSTECH ENGINEERS, INC.

Ali Cayir, PE
Principal

E: ali.cayir@transtech.org
C: 714-883-8677
O: 909-595-8599

Submitted To

City of ONTARIO

Submitted on: PlanetBids

PROPOSAL

D&C22-019 PROJECT MANAGEMENT SERVICES

TRANSTECH
Est. 1989
www.transtech.org
855.595.2495 (toll-free)

Submitted By

TRANSTECH Engineers, Inc.

Contact Person for this Proposal:
Ali Cayir, PE, Principal
E: ali.cayir@transtech.org
C: 714-883-8677
O: 909-595-8599

1. Executive Summary

Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary municipal engineering consulting firm**. Transtech has been in business for 33 years and provides municipal services to approximately 70 public agencies.

Our staff and resources include approximately 200 staff, including project managers, civil engineers, designers, traffic and transportation analysts, technicians plan and map checkers, surveyors, inspectors, construction managers, building officials, building plans examiners, building inspectors, planners and support personnel.

Our service capabilities include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Civil Engineering,
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, Right-of-way Engineering
- Emergency, Support Services

We have **experience in a variety of projects, such as:**

- Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Police Stations
- Renovation of Historic Buildings
- Parks and Playgrounds
- ADA Improvements
- Street Rehabilitation and Reconstruction
- Traffic Signals
- Street Lighting
- Water, Drainage, Sewer Improvements
- Utilities
- Bridges

Transtech has a **large pool of well experienced in-house staff with diversified experience readily available** to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner.

Our team members include:

- Engineers
- Program Managers
- Project Managers
- Construction Managers
- Resident Engineers
- Inspectors
- Grant Writers
- Federal Funding and Labor Compliance Officers
- Staff with experience in QC/QA
- Staff with experience in Project Controls
- Staff with experience in Project Processing and Entitlement
- Staff with experience in Value Engineering
- Staff with experience in Constructability Review
- Staff with experience in Project Scheduling
- Staff with experience in Plan Check/Review
- Staff with experience in Public and Community Relations

Our team includes **experienced staff members who have worked for Caltrans** and are intimately familiar with the standards and procedures, project development and approval process, and requirements.

Our team also includes **specialty subconsultants to supplement our in-house staff and assist us in all aspects of projects and services**:

- SURVEY SUPPORT: VANLENCO, Inc.; www.vanlenco.com
- LANDSCAPE ARCHITECTURE SUPPORT: WITHERS & SANDGREN, Ltd.; www.witherssangren.com
- GEOTECHNICAL ENGINEERING SUPPORT: GEO-ADVANTEC, Inc. www.geoadvantec.com
- FUNDING / LABOR COMPLIANCE SUPPORT: AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co

- RIGHT-OF-WAY AND UTILITY CONSULTING SUPPORT, EPIC Land Solutions, Inc.; www.epicland.com
- ARCHITECTURAL, STRUCTURAL, MEP CONSULTING SUPPORT: IDS GROUP, Inc.; www.idsgi.com
- ENVIRONMENTAL CONSULTING SUPPORT: IMPACT SCIENCES, Inc. (DBE/WBE Firm); www.impactsciences.com
- HAZ-MAT TESTING CONSULTING SUPPORT: PROPERTY HEALTH, Inc.; www.mypropertyhealth.com

As we serve public agencies as municipal contract service providers, **we are accustomed to working with public agencies, and have a good understanding of public agency procedures and policies**. We have extensive experience in preparing staff reports and presentations to City Council, Boards and public, and in communicating effectively with diverse audiences and stakeholders at public forums. We have managed large and complex projects, which involved multiple agencies and jurisdictions.

We have **extensive experience in working in Mixed Agency Staff/Consultant Environment.** We consider our staff as extension of Agency staff, and work in the same structure and hierarchy as other Agency staff.

We have extensive **experience in the management and administration of federally funded projects**. In the past few years, we managed over 30 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects. We follow guidelines and procedures of Caltrans Local Assistance Procedures Manual (LAPM).

Our team has **proven track record in obtaining outside grants for its client cities**. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. We have obtained extensive amount of funds for our client cities.

We provide **value added service**. Because we are a multi-disciplinary service firm and also provide plan check and inspection among many services to many local agencies, we can also supplement/support Agency plan check and inspection staff, if needed, for code required plan check and inspection efforts.

We have **extensive experience in California Public Contract Code**, including specific sections applicable to Local Agencies:
- Part 3. Contracting by Local Agencies; Article 4. Cities; CHAPTER 4. Local Agency Design-Build Projects

We are Regionally and Locally active and present:
- We are a local firm with strong working relationships with many local agencies.
- We have local Staff who live in the City and in neighboring communities.
- Our staff members serve on various local boards of several organizations.
- We are vested locally and involved in many local community activities.
- We can assist the City in coordination with other local agencies.

Transtech has **extensive experience locally**, and **assisted the City of Ontario on many projects and successfully completed our assignments. We worked with various City Department and have a very good knowledge of the City, Departments, Standards, Procedures and requirements.** One of the projects we completed (in 2022), C-Block Parking Structure **received 2022 Projects of the Year APWA Award**. The project included construction of 5 level, 400 space parking structure under DB (Design-Build) Delivery Method.

Our Regional **Office is approximately 5 miles from Ontario City Hall** (located at 13367 Benson Avenue, Chino).

Our services are founded on the principals of **Total Quality Management** for **Total Customer Care in delivering the services in an efficient, effective, and timely manner:**
- Our services are founded on the principals of **Total Quality Management** for **Total Customer Care**.
- We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements.

- All telephone calls or e-mails received are returned within same working day, or the following day. We take pride in our **"Same Day Response"** motto.
- **Responsiveness is an integral part** of Transtech's "customer friendly" service approach.
- Our Contract Principal will **meet with the Client's Project Manager regularly** to **monitor the service quality** and address any areas for improvements.
- We will strive to **enhance the City's image by public trust** to be the most a desirable community to live, invest and conduct business.
- Customer Care means highest quality customer service. Transtech is committed to providing **"Customer Care"** to the City, City's patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services.

Supporting civic and community activities demonstrates Transtech's commitment to the progress, health, and well-being of the communities we serve. This is something that we take pride in as a company. In services and partnership with our client Cities, we have a proven record of active engagement in City and Community events. This includes involvement or presence at City programs or events, supporting local businesses through the chamber, youth events, hosting workshops, sports, scholarship opportunities, community service, managing homelessness challenges, public safety, crime prevention, or any other community benefit that the City wishes us to be a part of. **Our goal is not just to serve as a consultant (which is what we are best at) but to also be an active partner with our clients** and further enhance the City's reputation as an ideal community to live, invest, work, and play. We are deeply committed to maintaining our partnership with our valued customers, its community, and remain open and enthusiastic to receiving input on how to best serve the City's needs today and in the future.

Page 3 of City's RFP requires proof of **DIR Registration**. The RFP indicates that *pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR").* ***No proposal will be accepted nor any contract entered into without proof of the proposer's and subcontractors' current registration with the DIR to perform public work.***

Per the above requirement, following are proof of DIR registration of Transtech and its sub-consultants

Name	*DIR No.*
PRIME CONSULTANT: TRANSTECH ENGINEERS, Inc.	*1000062980*
SURVEY SUPPORT: VANLENCO, Inc.	*1000050259*
LANDSCAPE ARCHITECTURE SUPPORT: WITHERS & SANDGREN, Ltd.	*1000571165*
GEOTECHNICAL ENGINEERING SUPPORT: GEO-ADVANTEC, Inc.	*1000017767*
FUNDING / LABOR COMPLIANCE SUPPORT: AVANT GARDE, Inc. (DBE/WBE Firm)	*1000441070*
RIGHT-OF-WAY AND UTILITY CONSULTING SUPPORT, EPIC Land Solutions, Inc.	*1000054135*
ARCHITECTURAL, STRUCTURAL, MEP CONSULTING SUPPORT: IDS GROUP, Inc.	*1000034536*
ENVIRONMENTAL CONSULTING SUPPORT: IMPACT SCIENCES, Inc. (DBE/WBE Firm)	*1000456902*
HAZ-MAT TESTING CONSULTING SUPPORT: PROPERTY HEALTH, Inc.	*1000806681*

Please see Section 13. Appendices of our Proposal for copies of DIR registration print outs from California Department of Industrial Relations.

We believe our team is well qualified to perform the services requested:

- ✓ Successfully providing **similar services to many agencies** for over 33 years.
- ✓ Proven track record in **on time** and **within budget** project delivery.
- ✓ **Multi-disciplinary** engineering consulting service capabilities to provide an array of municipal services.
- ✓ Ability to **work collaboratively** with agencies, project applicants, and other stake holders, and **communicate effectively** with diverse audiences and stakeholders at public forums.
- ✓ Committed to producing a **high-quality work product and deliver a high level of customer care**.
- ✓ We understand the importance of an **effective public relations and information program**, and have managed large projects, which involved multiple agencies and jurisdictions.
- ✓ **Understanding of public agencies procedures, and policies**, and extensive experience in preparing staff reports, and **presentations to City Council, Boards and public**.
- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction.**
- ✓ Commitment of **principal level management** and involvement throughout the contract duration.
- ✓ Well experienced **staff readily available** to commence with the services upon Agency's authorization.

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3. Identification of Proposer

a. Legal name and address of the company

Transtech Engineers, Inc.

b. Legal form of company (partnership, corporation)

Corporation.

c. If company is a wholly owned subsidiary of a "parent company," identify the "parent company"

N/A (Transtech is **not** a wholly owned subsidiary of a "parent company").

d. Name, title, address and telephone number of the proposed representative to contact concerning the Proposal Submittal

Ali Cayir, PE, Principal
Transtech Engineers, Inc.
13367 Benson Avenue
Chino, CA 91710
E: ali.cayir@transtech.org
C: 714-883-8677
O: 909-595-8599

4. Staffing Resources

a. Firm Staffing and Key Personnel

(i) Number of Staff to be assigned and capacity to provide additional personnel as needed

Transtech has a **large pool of well experienced in-house staff with diversified experience readily available** to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner.

Our staff and resources include approximately 200 staff, including project managers, civil engineers, designers, traffic and transportation analysts, technicians plan and map checkers, surveyors, inspectors, construction managers, building officials, building plans examiners, building inspectors, planners and support personnel.

Our team members include:

- Program Managers.
- Project Managers.
- Construction Managers.
- Inspectors.
- Engineers.
- Staff with experience in Value Engineering.
- Staff with experience in Constructability Review.
- Staff with experience in Project Scheduling.
- Staff with experience in Project Controls.
- Staff with experience in Project Processing and Entitlement.
- Staff with experience in Plan Check/Review.

Our team also includes **specialty subconsultants to supplement our in-house staff and assist us in all aspects of projects and services**:

- SURVEY SUPPORT: VANLENCO, Inc.; www.vanlenco.com
- LANDSCAPE ARCHITECTURE SUPPORT: WITHERS & SANDGREN, Ltd.; www.witherssangren.com
- GEOTECHNICAL ENGINEERING SUPPORT: GEO-ADVANTEC, Inc. www.geoadvantec.com
- FUNDING / LABOR COMPLIANCE SUPPORT: AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co,
- RIGHT-OF-WAY AND UTILITY CONSULTING SUPPORT, EPIC Land Solutions, Inc.; www.epicland.com
- ARCHITECTURAL, STRUCTURAL, MEP CONSULTING SUPPORT: IDS GROUP, Inc.; www.idsgi.com
- ENVIRONMENTAL CONSULTING SUPPORT: IMPACT SCIENCES, Inc. (DBE/WBE Firm); www.impactsciences.com
- HAZ-MAT TESTING CONSULTING SUPPORT: PROPERTY HEALTH, Inc.; www.mypropertyhealth.com

When a project is assigned to Transtech, appropriate staff and resources will be allocated based on the scope of work and staffing level needed to **provide the services in an efficient, timely and cost effective manner**.

(ii) Three (3) persons that will be principally responsible

ALI CAYIR, PE, Sr. Engineer, Contract Principal
CRAIG MELICHER, PE, Sr. Engineer, Project/Construction Manager
OKAN DEMIRCI, PE, QSD, QSP, MBA, Project Engineer, Project/Construction Manager

(iii) Team organization and one-page resumes

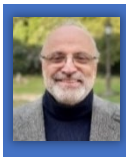
PROJECT ORGANIZATION CHART

CITY OF ONTARIO SOUTHERN CALIFORNIA

CITY DESIGNATED PROJECT MANAGER



CRAIG MELICHER, PE
Sr. Projet Manager



ALI CAYIR, PE
Contract Principal
Principal Project Manager



OKAN DEMIRCI, PE, QSD/P
Project Manager
Project Controls



KEITH WYATT
Project/Construction Manager



JEFFREY HIRSH
Project/Construction Manager



CRAIG WHEELER
Project/Construction Manager

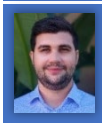
TRANSTECH
Est. 1989



IVAN DAZA, EIT
Associate Engineer
Office Engineering
Project Controls Support



JORGE PAZ, EIT
Associate Engineer
Office Engineering
Project Controls Support



FURKAN CETINKALE
Associate Engineer
Office Engineering
Project Controls Support

SR. LEVEL TECHNICAL SUPPORT STAFF

Jeffrey Kao, PE, CBO, CASp, Sr. Engineer
Technical Review Support for ADA Projects/Compliance

Dennis Tarango, CBO, CSP, ICC Building Official
Technical Support for Vertical Projects

Ali Zaghari, PW, PMP, Sr. Engineer
Caltrans Involved Projects Coordination Support

Michael Ackerman, PE, QSD, QSP, QISP, Sr. Engineer
Technical Support for Engineering Projects

David Ragland, PE, PLS, QSD, QSP, Sr. Engineer
Technical Support for Engineering Projects

Bahman Janka, TE, Sr. Traffic Engineer
Technical Support for Traffic Eng Projects

SPECIALTY SUBCONSULTANTS

SURVEY SUPPORT: VANLENCO, Inc.

LANDSCAPE ARCHITECTURE SUPPORT: WITHERS & SANDGREN, Ltd.

GEOTECHNICAL ENGINEERING SUPPORT: GEO-ADVANTEC, Inc.

FUNDING / LABOR COMPLIANCE SUPPORT: AVANT GARDE, Inc. (DBE/WBE)

RIGHT-OF-WAY AND UTILITY CONSULTING SUPPORT, EPIC Land Solutions, Inc.;

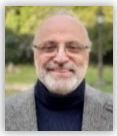
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ENVIRONMENTAL CONSULTING SUPPORT: IMPACT SCIENCES, Inc. (DBE/WBE)

HAZ-MAT TESTING CONSULTING SUPPORT: PROPERTY HEALTH, Inc.

Transtech has a **large pool of well experienced in-house staff with diversified experience readily available** to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner.
Our staff and resources include approximately 200 staff, including project managers, civil engineers, designers, traffic and transportation analysts, technicians plan and map checkers, surveyors, inspectors, construction managers, building officials, building plans examiners, building inspectors, planners and support personnel.

RESUMES:



ALI CAYIR, PE, Contract Principal, Principal Project Manager

Education

- BS Engineering, MBA

Registrations/Certifications

- Registered Civil Engineer
- Licensed Contractor A, B

Highlights

Mr. Cayir has over 35 years of experience. He served as Principal Program and Project Manager for a wide variety of projects. He has participated in a wide variety of multi-disciplinary development teams responsible for projects that include:

- Public Facilities(Vertical Construction)
- Public Works and Infrastructure
- Parks
- Transportation and Parking Related Facilities
- Parking Structures
- Commercial and Retail Developments
- Industrial Development
- Residential and Mixed Use Development

Mr. Cayir also served as contract City Engineer and Interim Public Works Director for many municipalities in Southern California. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.



CRAIG MELICHER, PE, Sr. Project Manager

Education

- BS in Civil Engineering
- Various Construction Management Classes at UCLA, including:
  - Legal Aspects of Construction Management
  - Primavera based Construction Scheduling Software

Registrations/Certifications

- State of California Registered Civil Engineer

Highlights

Mr. Melicher has approximately 35 years of experience. He has served in various capacities, such as Building Official, City Engineer, and CIP Manager for various Cities. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Melicher also served as Principal Program Manager for a wide variety of projects. Depending on the specific project, Mr. Melicher's services included everything from initial concept to project close-out. As each project faced its own unique challenges, Mr. Melicher was able to employ his extensive public agency background to insure the most expedition and cost effective solution to each respective challenge, especially where, as Program Manager, Mr. Melicher was specifically responsible for acting on behalf of and insuring the best interests of the project's client. His experience includes serving as Owner's Representative and Construction Manager for large and complex construction projects, such as public works/infrastructure, community center, city hall, library, parking structure, movie theaters, retail centers, etc. He has participated in a wide variety of multi-disciplinary development teams responsible for projects that include:

- Public Facilities(Vertical Construction); Public Works and Infrastructure; Parks; Transportation and Parking Related Facilities; Parking Structures; Commercial and Retail Developments; Industrial Development; Residential and Mixed Use Development

Mr. Melicher also provided his expertise in the construction field serving as an expert witness for construction claims and defects. He has a strong background on the legal aspects of project and construction management and is particularly well versed in California statutes regulating all types of publicly funded construction.

Some of the significant projects managed by Mr. Melicher include:

- **Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge.** Construction of a 6 level, approximately 1,000 space parking structure that included a pedestrian bridge.
- **City of Alhambra Renaissance Plaza Parking Structure and Entertainment Center.** Construction of a 5 level, approximately 600 space parking structure, a 10-plex movie theater, several retail/restaurant tenant spaces.
- **City of San Bernardino Historic Santa Fe Depot Renovation and Transit Center Parking Structure.** Craig managed the restoration and rehabilitation of the historic San Bernardino Santa Fe Train Depot. The scope included significant hazardous materials abatement, seismic and other structural upgrades, office tenant improvements, restaurant improvements, installation of new electrical, HVAC, and plumbing systems, and improvements to the adjacent site.
- **TACC Cultural Center Development, Lanham, MD.** Construction of a 310,000 square foot development that included five buildings over an underground parking garage, a Turkish Bath that includes a subterranean swimming pool and basketball court; a cultural center with auditorium and museum space; a fellowship hall with restaurant; a 16 unit apartment building and a large religious facility.
- **City of Commerce Rosewood Community Center Closeout.** Construction of Transtech was retained by the City to take over the closeout as the project had fallen more than two years behind schedule. Craig assisted the City to complete the closeout and help resolve a multi-million dollar delay claim filed by the contractor against the City.



OKAN DEMIRCI, PE, QSD, QSP, MBA, Project Manager, Project Controls

Education

- BS in Engineering, MBA Business Admin

Registrations/Certifications

- Registered Civil Engineer
- Caltrans Resident Engineer Academy

Highlights

Mr. Demirci has approximately 12 years of experience. Mr. Demirci serves as Assistant Public Works Director, City Engineer, CIP Program Manager at Transtech's Contract Cities and provides technical and management support. Mr. Demirci completed Caltrans Resident Engineer Academy, very familiar with the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM). Mr. Demirci works as CIP Program Manager at various Transtech's Contract Cities, and manages various capital improvement programs including state and federal funded programs. Mr. Demirci's experience also includes working as Resident Engineer, Project Manager and Construction Manager on various projects (including federal and state funded projects). He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. Examples of his project experience includes:

- City of Chino, CIP Program Manager
- City of South El Monte, CIP Program Manager
- City of Monterey Park, CIP Program Manager
- City of Commerce, CIP Program Manager
- City of Temple City, CIP Program Manager
- City of Cudahy, CIP Program Manager



KEITH WYATT, Project/Construction Manager

Education

- BA, UC Irvine, CA

Registrations/Certifications

- Union Carpenter Apprenticeship School
- 10-Hr, 30-Hr. OSHA
- SWPPP Certified
- FEMA Training: IS-3, IS-100.PWb, IS-200.b, IS-325, IS-552, IS-556, IS-700.a, IS-800.a, IS-803, IS-806, IS-809, IS-907
- ICC: Building, Electrical, Mechanical, Plumbing

Highlights

Mr. Wyatt has approximately 25 years of experience in in the construction field in building and engineering/public works projects. He has worked in the capacity of superintended, project manager and construction manager for consulting firms, as well as construction companies. In these capacities, he has been involved in a wide variety of private and public works construction projects in Type A (General Engineering) and Type B (Building). The projects include, but not limited to, construction of new buildings, seismic upgrades, ADA upgrades, TI improvements, site development, roads, parking facilities, utilities, etc. The type of buildings include community centers, schools, hospitals, warehouses, distribution centers, and various other projects.

He has managed projects under Design-Bid-Build, Design-Build, Construction Manager/GC at Risk, Multi-Prime delivery methods. He has extensive experience in all phases of projects, including planning/development, entitlement and permitting bidding, construction, close-out, full-life cycle, project workflow, operations/systems development, scheduling, estimating, cost and budget control, contract negotiations, change order management, bid preparation, safety.

He has worked for Construction Management Consultants and General Contractors in various capacities (Director of Construction, Project Manager, Construction Manager, Owner Representative, Construction Superintendent):

- Vanir Construction Management Inc., San Bernardino, CA
- Millie and Severson Construction, Los Alamitos, CA
- KCS West, a Kajima USA Group Company, Los Angeles, CA
- Neff Construction), Ontario, CA
- Douglas E. Barnhart, Inc., San Diego, CA
- Oakview Construction, Calimesa, CA

Few examples of various projects representative of his experience include:

- Served as on-site Project Superintendent/Field Construction Manager for Rancho Cucamonga Central Park (50 acre site), Sr. Center Community Building (57,000 sqft) in Rancho Cucamonga.. Cost $21 million.
- Served as on-site Project Lead Superintendent for LAPD Sheriff Stations.
  - $14 million Lakewood Sheriff Station Remodel and addition to the existing Station.
  - $34.5 million LAPD Harbor Replacement Station.

- Served as Owner's Representative, On-site Project Manager, Construction Manager for Dignity Health St. Bernardine Medical Center. Delivered under Design Build (DB) method, $105 million
- Served as on-site Project Superintendent, Project Manager/Construction Manager for Amazon Distribution Center in San Bernardino, CA. This project involved Renovation and TI of a 700,000 sqft warehouse, and added 34,000 sqft of office area, $19.2 million.
- Served as on-site Project Superintendent, Project Manager/Construction Manager for Maimonides Academy in West Hollywood, $17.3 million.
- Served as Owner's Representative, On-site Project Manager, Construction Manager for Patton State Hospital - Highland CA DGS project performed for DSH, $33 million.
- Served as on-site Project Superintendent, Project Manager/Construction Manager for several projects for Corona/Norco Unified School Districts, Ontario.
  - Vicentia Elementary, Coronita Elementary, Lincoln Elementary. $19 million.
  - LA Sierra High School Athletic Fields. Myra Linn Elementary and Valley View Elementary. New administration buildings and electrical upgrades. $17M.
  - Norte Vista High School, Arizona Middle School, Loma Vista Middle School. New classroom additions. $23M.



JEFFREY HIRSH, Project/Construction Manager

Education

- SDSU, College Level Classes

Registrations/Certifications

- Cal OSHA 10 hour construction certified
- Construction Site Storm Water Training

Highlights

Mr. Hirsh has approximately 25 years of experience in general engineering/public works and building construction projects. He has worked in the capacity of foreman, site superintendent and project manager. In these capacities, he has been involved in a wide variety of private and public works construction projects in Type A (General Engineering) and Type B (Building) construction. He has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements. Mr. Hirsh also has experience in inspecting federally funded projects to ensure compliance with the Caltrans LAPM.

Following are examples of projects where Mr. Wheeler served as the Project Inspector and provided on-site CM Support:

- Washington Boulevard Widening and Reconstruction Project (Federally Funded), City of Commerce
- Temple City HSIP Project, Traffic Signal Imp and Pavement Rehab (Federally Funded), City of Temple City
- City-Wide Annual Street Rehab Project, City of Commerce
- La Ballona Safe Routes to School (Federally Funded), City of Culver City
- Uptown Parking Structure, City of Whittier
- Garvey Park Facility Improvements
- Lugo Park Artificial Turf Soccer-Field and Park Project in the City of Cudahy
- Metrolink Station Improvements, City of Commerce

Jeffrey's prior experience includes:

2013-2014, PSBI Parking Structure Construction

- Sr. Superintendent Construction of a 6-level parking structure for the City of Alhambra.

1995-2013, Harwood Homes, Inc.

- Vice President - Construction/Forward Planning Managed 35 Development Projects - SFR/Multi-Unit/Commercial
- Raw land development through onsite construction, including final and post occupancy. Supervised all aspects of planning, development and construction processes.
- Responsible for construction of 2000+ single family homes.
- Responsible for construction of 850+ attached units.
- Successfully developed and completed multiple commercial project sites including strip centers and a large, automated car wash facility.
- Supervised 20+ Construction Superintendents.
- Compliance Management for all codes, conditions and ordinances.

1992-1995, Overland Company

- Site Superintendent – SFR Tract Home Development

1985-1992, Cambridge Development

- Site Superintendent/Assistant Superintendent



CRAIG M. WHEELER, Project/Construction Manager

Education

- BA

Registrations/Certifications

- NASSCO-Certified Inspector (Pipeline, Lateral and Manhole Assessments)
- Licensed A General Eng. Contractor

Highlights

Mr. Wheeler has more than 30 years of experience in engineering and construction in both the public and private sectors. He has provided project management and inspection services on a wide variety of public works projects. His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, bridge construction and rehabilitation, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects. As a project manager and construction inspector, Mr. Wheeler's responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to the City project manager, providing recommendations and responses for contractor RFIs, assisting with submittal and shop drawing reviews, tracking quantities, and conducting progress payment reviews. He has inspected projects that are funded with State and Federal Funds and is familiar Caltrans LAPM for Contract Administration.

Following are examples of projects where Mr. Wheeler served as the Project Inspector and provided on-site CM Support:

- 2019 Residential and Arterial Pavement Improvement, I-159/I-139; City of Torrance
- Public Works Inspection (Staff Augmentation); City of Newport Beach
- Alicia Parkway Rehabilitation; City of Aliso Viejo
- FY 2017-18 Street Rehabilitation; City of La Habra Heights
- Beltway Operational Improvements; Caltrans | Bakersfield
- University Drive Widening (Campus to MacArthur); City of Irvine
- The Tracks at Brea – Segment No. 4; City of Brea
- CDBG Asphalt Repairs and Asphalt Overlays FY 2017; City of Mission Viejo
- Annual Pavement Preservation Program FY 2018-19 and 2015-16; City of Yorba Linda
- FY 2015-2016 Annual Citywide Sidewalk Repairs; City of Santa Monica
- Manhattan Beach Water Line and Street Improvements; City of Manhattan Beach
- Harbor Boulevard Median and LS Improvements; City of Costa Mesa

- Citywide Sewer Repairs; City of West Hollywood
- Emergency Storm Drain Repair; City of Torrance
- Concrete Repair Program, Phase VI (CDBG); City of West Hollywood
- Bedford Canyon Road Realignment; City of Corona
- Ontario Avenue Median Improvements; City of Corona
- SR-60/Market Street Improvements; City of Riverside
- Rimpau Park; City of Corona
- LAX Terminal Fuel Access Transmission Line Installation and Taxiway Paving Improvements



IVAN DAZA, EIT, Associate Engineer, Office Engineering/Project Controls Support
Education
- B.S Civil Engineering, Cal State Long Beach

Registrations/Certifications
- Cal OSHA 10-hour

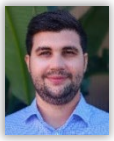
Highlights
Mr. Daza has approx. 3 years of experience, and provides office engineering support to various Cities under Transtech's Municipal Services Contracts in support of managing Capital Improvements Projects. His experience includes CIP management support, coordination with City Departments, Utility Companies, Caltrans, other Regulatory Agencies, Developers, Consultants, Contractors, and overall management and coordination support for a variety of projects from design through plan review and approvals and construction. He also serves as Office Engineer on construction projects and assists Resident Engineers and Construction Managers with contract administration, document control, contract compliance. Mr. Daza also worked as a construction estimator for a construction company. Part of his responsibilities included reviewing bid documents, plans and specifications, preparing plan take-off quantities, and preparing bid estimates.



JORGE PAZ, EIT, Associate Engineer, Office Engineering/Project Controls Support
Education
- B.S Civil Engineering, Cal Poly Pomona

Registrations/Certifications
- Caltrans RE Academy

Highlights
Mr. Paz has approx. 3 years of experience, and provides office engineering support to various Cities under Transtech's Municipal Services Contracts in support of managing Capital Improvements Projects. completed Caltrans Resident Engineer Academy, very familiar with the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM). His experience includes CIP management support, coordination with City Departments, Utility Companies, Caltrans, other Regulatory Agencies, Developers, Consultants, Contractors, and overall management and coordination support for a variety of projects from design through plan review and approvals and construction. He also serves as Office Engineer on construction projects and assists Resident Engineers and Construction Managers with contract administration, document control, contract compliance.



FURKAN CETINKALE, Associate Engineer, Office Engineering/Project Controls Support
Education
- BS Engineering, MS Engineering Management (both CalPoly Pomona)

Highlights

Mr. Cetinkale has approximately 7 years of experience in the construction. He has extensive experience in all phases of projects, including planning/development, entitlement and permitting bidding, construction, close-out, full-life cycle, project workflow, operations/systems development, scheduling, cost and budget control, contract negotiations, change order management, bid preparation, safety. He has worked in the capacity of Office Engineer and Deputy Construction Manager/Project Manager/Owner Representative, for consulting firms. In these capacities, he has been involved in a wide variety of private healthcare projects in OSHPD 1 & 3 categories. The projects include, but not limited to, construction of new buildings, seismic upgrades, medical equipment replacement, medical office build-outs, TI improvements , site development, etc. The type of buildings include hospitals, outpatient clinics, digital imaging centers various other projects. He has managed a variety of healthcare projects, ranging from $50K to over $85 million in budget, which involved coordination, processing and approvals by Planning, Engineering and Building Departments of Local Agencies/Municipalities; California Department of Public Health (CDPH); California Office of Statewide Health Planning and Development (OSHPD) *[OSHPD became the Department of Health Care Access and Information (HCAI);* Occupational Safety and Health Administration (OSHA). He also worked on Infrastructure projects, most recently Street Rehab Project (Temple City, $4M), Grand Park Project Phase I Demolition and Haz-Mat Abatement (Ontario, Phase I $5M, Total Project Development Estimated $90M).
Skills: MS Project, MS Visio, Procore, E-Builder, Primavera, Bluebeam



JEFFREY KAO, PE, CBO, CASp, Sr. Engineer, Technical Support for ADA Projects/Compliance
Education
- MS, BS Civil Engineering, Cal Poly

Registrations/Certifications
- Registered Civil Engineer; CASp
- ICC Certified Building Official, California Building Plans Examiner, CalGreen Inspector, CalGreen Plans Examiner, Mechanical Plans Examiner, Plumbing Plans Examiner, Building Inspector

Highlights
Mr. Kao has over 20 years of experience and has been working at Transtech as Deputy Building Official, Senior Plans Examiner, On-Site Over the Counter Plans Examiner and performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, South Pasadena, and Temple City. Mr. Kao has broad knowledge of building and safety operations, including working in the capacity of Deputy Building Official and Plans Examiner. His past experience includes working as a structural engineer for 4 years at a structural design firm.



DENNIS TARANGO, CBO, CSP, ICC Building Official, Technical Support for Vertical Projects
Education
- Cal Poly, Engineering
- Fresno State BA
- Rio Hondo College

Registrations/Certifications
- ICC Certified Building Official, Plans Examiner, Commercial Building Inspector, Building Inspector UBC, Fire Plans Examiner; ICC Sustainability Membership Council Governing Committee

Highlights
Experience in large complex projects (partial list) in which building official oversight was provided:
- **San Manuel Casino, Refresh Project ($200M):** This three-year project was a multi-phase remodel of the entire 400,00 SF casino floor including 5 new restaurants, 3 new bars, retail stores, food court, executive offices, chiller plant, bridge, and 50,000 SF of new gaming area. Transtech provided plan check, inspection, Building Official services.

- **County of Riverside Economic Development Agency, Facility Evaluation:** Located at 41888 Motor Car Pkwy Transtech provided Facility Evaluation Services including an accessibility compliance review to allow the 297,033 SF 5-story office building to operate as an essential services facility.
- **Pacific Plaza (Project Value: $30.3M):** Located at 11 S 3rd St (condo) and 300 W Main St (retail). Transtech provided full plan review as well as inspection services of for this development which includes 120 condo units and retail space below. This project is located in Alhambra. This also included Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.
- **The Alhambra (Project Value: $57.8M):** Located at 88 S Garfield Avenue, 2 S Garfield Avenue, 100 & 150 E Main St. Transtech provided full plan review as well as inspection services of for this development which includes 260 apartment units, 4-story parking garage, 72,000 sq ft 2-story retail building, 16,730 sq ft 1-story retail building, and 23,000 sq ft 1-story retail building. This project is located in Alhambra. This also included Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.
- **Casita de Zen (Project Value: $21M):** Located at 28 N 3rd St (condo) and 235 W Main St (retail). Transtech provided full plan review as well as inspection services of for this development which includes mixed use project with 92 condos on top, and retail on bottom. This project is located in Alhambra. This also included Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.
- **Main Street Collection (Project Value: $23M):** Located at 410 W Main Street. Transtech provided full plan review as well as inspection services of for this development which includes 4-story mixed-use project with 8,200 s ft retail space, 52 condos, 9 live/work units, 19 townhomes, and 6 shopkeeper units. This project is located in Alhambra. This also included Map Check Services, including review of Tentative Parcel Map, Lot Line Adjustment, Perfecting Deed and Final Parcel Map, Off-site Improvements PW Inspection, and Building Inspection Services for this project.



ALI F. ZAGHARI, PE, PMP, Sr. Engineer, Caltrans Involved Projects Coordination Support

Education

- MS, BS in Civil Engineering

Registrations/Certifications

- Registered Civil Engineer

Highlights

Mr. Zaghari has over 35 years of experience in Transportation Management & Operations at various capacities in the California Department of Transportation (Caltrans). His career path includes a number of key managerial positions in Caltrans leading to his last position as the Deputy District Director (DDD) for Traffic Operations at Caltrans District 7 in Los Angeles. As a member of District 7 Executive Team, Mr. Zaghari was responsible for policy, development and implementation of the traffic operations assets and the safe mobility of all users of the State Highway System (SHS) consisting of approximately 1500 center miles of freeways and conventional highways in Los Angeles and Ventura counties. He managed an operating budget of approximately $70M encompassing both operations management and capital outlay support needs. The organization under his leadership included critical functions such as Intelligent Transportation Systems (ITS), Traffic Design, District Traffic Manager (DTM), Corridor Management, System Performance, and Encroachment Permits.



MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Engineer, Technical Support for Engineering Projects

Education

- BS in Engineering

Registrations/Certifications

- RE Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for RE, Caltrans
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

Highlights

Mr. Ackerman has over 20 years of experience. At Transtech, he has been working as a Sr. Engineer at various Transtech City Engineering Contracts. He has served at various Cities under Transtech's City Engineering Contracts, including Temple City, Huntington Park, and Alhambra. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Ackerman's experience also includes working at Caltrans and other agencies:

- Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.
- City of San Bernardino: Mr. Ackerman was involved in various projects, including Development Review and Plan Check, Design and Project Management.
- City of Huntington Park: Mr. Ackerman worked as contract City Engineer under Transtech's municipal services contract and later as City Engineer and Interim Director of Public Works under the City.



DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer, Technical Support for Engineering Projects

Education

- Humboldt State University, CA, Bachelor of Science

Registrations/Certifications

- Registered Civil Engineer
- Licensed Land Surveyor

Highlights

Master Plans:

- San Elijo Hills Specific Plan. Provided planning, engineering, surveying services for the design and development of the 2,000 acre 3,500 dwelling unit Specific Plan and Master Tentative Map.
- Shandin Hills Specific Plan. Provided planning engineering services for the preparation of the Specific Plan and Tentative Map. The project is a proposed 240 acre 1049 dwelling unit community.
- Arrowhead Springs Specific Plan (including annexation into the City): 4,000-acre site, which includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area.
- Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan Drainage, Sewer and Water Master Plan: Approximately 500 acre area for future 1,100 unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, and utilities) needs and assessment and cost analysis for this future development.
- University Development Master Plan: Approximately 200 acre site in association with the City of

San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and student housing, educational and training facilities and offices for Cal State SB University.

General Civil Engineering Projects:

- A number of projects in Los Angeles County, San Bernardino County and San Diego County, including roadway, drainage, water, sewer improvements.
- Parkway Business Centre: Design and construction of the 460 Acre industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District.
- Campus Parkway Roadway: Design of a new roadway for a length of approximately 2 miles, and included street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- CalState San Bernardino Main Access Road: Design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- Lopez Canyon Roadway and Sewer: Design and construction of over 5 miles of roadway sewer ranging up to 36 inches in diameter.
- Sorrento Valley Boulevard: Design and construction of 4 miles of roadway.

Drainage and Sewer Projects:

- Northpark Boulevard Sewer Extension: Half mile gravity sewer main extension for University Park Subdivision in the City of San Bernardino. Project required special structural designs and encroachment permitting for crossing 100' aqueduct right-of-way.
- University Park Storm Drain Design: Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.
- Penasquitos Canyon Trunk Sewer: PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego
- Ranch Santa Fe Road: Relocation and rehabilitation of 1.5 miles of sewer main. City of San Marcos
- Otay River hydrology study and dam breach analysis: 22,000 acre Otay Ranch project in Chula Vista. Flows up to 33,000 cfs were studied for the Otay River.

Water Projects:

- City of San Diego, Green Valley Water line design and construction. 5000 feet, 30" Reinforced concrete water line and pressure reducing station and details for connection to a 60-inch San Diego County Water Authority Pipeline.
- City of San Bernardino, Design of 3500 feet of 20 to 36 inch ductile iron water transmission main for the development of University Park.
- City of San Bernardino, Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution.
- City of San Bernardino, Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.



BAHMAN JANKA, TE, Sr. Traffic Engineer, Technical Support for Traffic Eng Projects

Education

- MS, BS in Civil Engineering

Registrations/Certifications

- Registered Traffic Engineer

Highlights

Mr. Janka has over 35 years of experience in Traffic Engineering and Transportation Planning. He has served as City Traffic Engineer and Transportation Director for public agencies, including:

- City of Pasadena, California: Transportation Administrator
- City of Santa Clarita, California: City Traffic Engineer

- City of Fremont, California: Associate Transportation Engineer
- City of Palo Alto, California: Associate Transportation Engineer
- Entranco Engineers, Bellevue, Washington: Transportation Engineer.

(iv) Brief biographies of individuals that will be working directly with the City

Depending on the assignments, project tasks, and staffing needs and requirements, various staff members my work directly with the City. Following is our project structure hierarchy (Please see previous section for staff resumes/qualifications.):

Name	Title	Involvement Level with City
ALI CAYIR, PE	Contract Principal, Principal Project Manager	Primary and Direct
CRAIG MELICHER, PE	Sr. Project Manager	
OKAN DEMIRCI, PE, QSD, QSP, MBA	Project Manager, Project Controls	
KEITH WYATT	Project/Construction Manager	On project specific assignments, but will report to Transtech's Primary Project Management Staff
JEFFREY HIRSH	Project/Construction Manager	
CRAIG M. WHEELER	Project/Construction Manager	
IVAN DAZA, EIT	Associate Engineer, Office Engineering/Project Controls Support	May not have limited direct interaction with City staff. This is support level position. They will work under Transtech's Project and Construction Managers.
JORGE PAZ, EIT	Associate Engineer, Office Engineering/Project Controls Support	
FURKAN CETINKALE	Associate Engineer, Office Engineering/Project Controls Support	
Jeffrey Kao, PE, CBO, CASp	Sr. Engineer, Technical Review Support for ADA Projects/Compliance	May have direct interaction with City staff under specific project/task assignments when technical, engineering support is needed. They will work under Transtech's Project and Construction Managers.
Dennis Tarango, CBO, CSP, ICC Building Official	Technical Support for Vertical Projects	
Ali Zaghari, PW, PMP	Sr. Engineer, Caltrans Involved Projects Coordination Support	
Michael Ackerman, PE, QSD, QSP, QISP	Sr. Engineer, Technical Support for Engineering Projects	
David Ragland, PE, PLS, QSD, QSP	Sr. Engineer, Technical Support for Engineering Projects	
Bahman Janka, TE	Sr. Traffic Engineer, Technical Support for Traffic Eng Projects	

In addition to the above staff members, Transtech has a **large pool of well experienced in-house staff with diversified experience readily available** to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner. Additional staff members will be assigned if needed.

Our staff and resources include approximately 200 staff, including project managers, civil engineers, designers, traffic and transportation analysts, technicians plan and map checkers, surveyors, inspectors, construction managers, building officials, building plans examiners, building inspectors, planners and support personnel.

Our team members include:

- Engineers
- Program Managers
- Project Managers
- Construction Managers
- Resident Engineers
- Inspectors
- Grant Writers
- Federal Funding and Labor Compliance Officers
- Staff with experience in QC/QA
- Staff with experience in Project Controls
- Staff with experience in Project Processing and Entitlement
- Staff with experience in Value Engineering
- Staff with experience in Constructability Review
- Staff with experience in Project Scheduling
- Staff with experience in Plan Check/Review
- Staff with experience in Public and Community Relations

Our team also includes **specialty subconsultants to supplement our in-house staff and assist us in all aspects of projects and services** (please see following section for their qualifications):

- SURVEY SUPPORT: VANLENCO, Inc.; www.vanlenco.com
- LANDSCAPE ARCHITECTURE SUPPORT: WITHERS & SANDGREN, Ltd.; www.witherssangren.com
- GEOTECHNICAL ENGINEERING SUPPORT: GEO-ADVANTEC, Inc. www.geoadvantec.com
- FUNDING / LABOR COMPLIANCE SUPPORT: AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co
- RIGHT-OF-WAY AND UTILITY CONSULTING SUPPORT, EPIC Land Solutions, Inc.; www.epicland.com
- ARCHITECTURAL, STRUCTURAL, MEP CONSULTING SUPPORT: IDS GROUP, Inc.; www.idsgi.com
- ENVIRONMENTAL CONSULTING SUPPORT: IMPACT SCIENCES, Inc. (DBE/WBE Firm); www.impactsciences.com
- HAZ-MAT TESTING CONSULTING SUPPORT: PROPERTY HEALTH, Inc.; www.mypropertyhealth.com

b. Subcontractors

(i) Potential subcontractors

SURVEY SUPPORT: VANLENCO, Inc.; www.vanlenco.com
Vanlenco offers topographic surveying, mapping, terrestrial lidar, UAV services and right-of-way engineering. Vanlenco has been working as one of Transtech's subconsultants and providing support services on many projects. *(Transtech has worked with this subconsultant before.)*

LANDSCAPE ARCHITECTURE SUPPORT: WITHERS & SANDGREN, Ltd.; www.witherssangren.com
Withers & Sandgren has been involved in providing varying levels of support to Community Development Departments for over twenty years. The firm has provided counter support for walk in plan reviews, been monthly Design Review Committee attendees, as well as presenters with planning staff to Planning Commissions and City Councils. *(Transtech has worked with this subconsultant before.)*

GEOTECHNICAL ENGINEERING SUPPORT: GEO-ADVANTEC, Inc. www.geoadvantec.com
Geo-Advantec offers comprehensive services in various areas from site feasibility evaluation thought project completion for a wide range of projects and services, which include: Geotechnical Eng.; Eng. Geology; Geotechnical Earthquake Eng.; Geotechnical Instrumentation; Pavement Eng.; Forensic Geotechnical Eng.; Grading Monitoring and Field Testing; Soils & Materials Laboratory Testing; Special Inspection Services. Geo-Advantec owns a certified laboratory accredited by AMRL (ASSHTO Materials Reference Laboratory), in conformity to the requirements of the AASHTO Accreditation Program (AAP), AASHTO R-18, ASTM D3740 and ASTM E329; CCRL (Cement and Concrete Reference Laboratory); Caltrans; DSA (the Department of the State Architects); Army Corp of Engineers. *(Transtech has worked with this subconsultant before.)*

FUNDING / LABOR COMPLIANCE SUPPORT: AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co
Established 15 years ago, Avant-Garde is a progressive full-service public agency firm. The firm is working with various programs and projects throughout the entirety of Southern California,

including counties of Los Angeles, Riverside, Orange, and San Bernardino. Transtech works with Avant-Garde exclusively in many Cities for the administration of Fed Funds and Labor Compliance. *(Transtech has worked with this subconsultant before.)*

RIGHT-OF-WAY AND UTLITY CONSULTING SUPPORT, EPIC Land Solutions, Inc.; www.epicland.com
Epic Land Solutions is a full-service right of way and real property consulting firm founded in 2000, with services in:

- Right of Way Planning
- Appraisal
- Property Rights Acquisitions
- Relocation Advisory Services
- Utility Coordination

(Transtech has worked with this subconsultant before.)

ARCHITECTURAL, STRUCTURAL, MEP CONSULTING SUPPORT: IDS GROUP, Inc.; www.idsgi.com
IDS Group is an award-winning multi-discipline architectural, engineering, and management consulting firm based in Southern California. Widely recognized for our core values of quality, innovation, efficiency, and safety, IDS has successfully provided turn-key design and management solutions to the building and infrastructure industries with state-of-the-art sustainable projects throughout the United States, With roots spanning over 60 years, the firm has provided fully-integrated and industry-leading design, engineering, program | construction management and/or master planning services for over 5,000 projects, to hundreds of public and private sector clients worldwide. IDS Group is headquartered in Irvine, California with offices in Los Angeles, San Diego, Arizona. *(Transtech has worked with this subconsultant before.)*

ENVIRONMENTAL CONSULTING SUPPORT: IMPACT SCIENCES, Inc. (DBE/WBE Firm); www.impactsciences.com
Impact Sciences, a California "S" corporation, certified woman-owned business enterprise (WBE), certified Small Business Enterprise (SBE), and certified Disadvantaged Business Enterprise (DBE), has been preparing environmental documentation since 1988. Founded in Thousand Oaks, California, Impact Sciences has offices strategically located throughout California to provide the strongest support for all public- and private-sector clients. *(Transtech has worked with this subconsultant before.)*

HAZ-MAT REPORTS REVIEW SUPPORT: PROPERTY HEALTH, Inc.; www.mypropertyhealth.com
Property Health, Inc. (formerly CITY Services, Inc.) has long been a leader in its field, recognized throughout California for its excellent client service, reliability, and effectiveness in the following areas:

- Toxic Materials Identification Surveys
- Asbestos Consulting Services
- Lead-based paint (LBP) identification and consulting
- Indoor air quality (IAQ) consulting services / Microbial Investigations
- Hazardous Material Abatement management
- Regulatory Compliance Audits & Abatement Oversight
- Phase I & II Environmental Site Assessments & Investigations
- Underground Storage Tank identification, remediation, & regulatory compliance

(Transtech has worked with this subconsultant before.)

5. Fiscal Stability

a. Evidence of corporate stability including

(i) Dunn and Bradstreet or Experian; **or**

(ii) Letter from a financial institution

PACIFIC WESTERN BANK

February 17, 2023

City Of Ontario

Re: Transtech Engineers, Inc

To whom it may concern:

Please be advised that I am the personal Business Bank Officer for Transtech Engineers, Inc. Transtech Engineers, Inc., has been customers of Pacific Western Bank since July 2012. The relationship consists of two business accounts, (aggregated average balances well exceed seven figures plus). We have also extended Transtech Engineers, Inc. a High Seven-Figure Line of Credit, dating back to 2012, renewed annually. The Line amount has increased materially over the past few of years.

Transtech Engineers' banking relationship is considered in excellent standing. All activity has been handled as agreed, and without incident. The company and principals are considered valued customers of our bank.

Please feel free to contact me if I could be of further assistance.

Regards

David Luna
Executive Vice President – Regional Manager
(626) 852-8201

510 South Grand Avenue, Glendora, CA 91741 Phone: 626-963-8551 626- 335-1571
www.pacificwesternbank.com

(iii) Latest audited financial statement and/or annual report (confidential information, not subject to public disclosure)

SUBMITTED SEPARATELY
CONFIDENTIAL INFORMATION, NOT SUBJECT TO PUBLIC DISCLOSURE

6. Experience and Technical Competence

a. Experience

(i) Experience, technical and professional skills

Our **multi-disciplinary capabilities**, our staff's **diversified technical and professional skills,** and our **specialty subconsultants to supplement our in-house staff** will be great asset in meeting the goals and fulfilling the general functions identified in this RFP**.**

- Our **multi-disciplinary service capabilities** include:
  - Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
  - Civil Engineering,
  - Staff Augmentation
  - CIP Program Management
  - Construction Management and Inspection
  - Federally Funded Project Management
  - Grant Writing
  - CDBG Project Management
  - City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
  - Labor Compliance
  - Planning Support
  - Traffic and Transportation Planning and Engineering
  - Water Resources Engineering
  - Surveying, Mapping, ALTA, Right-of-way Engineering
  - Emergency, Support Services

- Our staff's **diversified technical and professional skills** include**:**

  Our staff has **diversified experience** in a variety of projects, such as:
  - Parking Structures
  - Community Centers
  - Libraries
  - City Halls
  - Fire Stations
  - Police Stations
  - Renovation of Historic Buildings
  - Parks and Playgrounds
  - ADA Improvements
  - Street Rehabilitation and Reconstruction
  - Traffic Signals
  - Street Lighting
  - Water, Drainage, Sewer Improvements
  - Utilities
  - Bridges

  Our staff members have **extensive experience and in-depth knowledge of applicable codes and regulations**.

  Our Staff Members **possess Professional Engineer Licenses in various engineering categories** (i.e. Civil Traffic, etc.)

  Our staff members are **certified by the International Code Council (ICC)**. We have staff who have reached the highest possible level of code administration with the **Master Code Professional designation certification from the ICC**. In addition, some of our staff members are certified as Fire Plan Checkers and Inspectors, as we provide these services to some agencies.

  As we serve public agencies as municipal contract service providers, our staff is **accustomed to working with public agencies, and have a good understanding of public agency procedures and policies**. We have extensive experience in preparing staff reports and presentations to City Council, Boards and public, and in communicating effectively with diverse audiences and stakeholders at public forums. We have managed large and complex projects, which involved multiple agencies and jurisdictions.

  We have **extensive experience in working in Mixed Agency Staff/Consultant Environment.** We consider our staff as extension of Agency staff, and work in the same structure and hierarchy as other Agency staff.

We have **extensive experience in California Public Contract Code**, including specific sections applicable to Local Agencies:

We provide **value added service**. Because we are a multi-disciplinary service firm and also provide plan check and inspection among many services to many local agencies, we can also supplement/support Agency plan check and inspection staff, if needed, for code required plan check and inspection efforts.

- Our team also includes **specialty subconsultants to supplement our in-house staff and assist us in all aspects of projects and services**:
  - SURVEY SUPPORT: VANLENCO, Inc.; www.vanlenco.com
  - LANDSCAPE ARCHITECTURE SUPPORT: WITHERS & SANDGREN, Ltd.; www.witherssangren.com
  - GEOTECHNICAL ENGINEERING SUPPORT: GEO-ADVANTEC, Inc. www.geoadvantec.com
  - FUNDING / LABOR COMPLIANCE SUPPORT: AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co
  - RIGHT-OF-WAY AND UTILITY CONSULTING SUPPORT, EPIC Land Solutions, Inc.; www.epicland.com
  - ARCHITECTURAL, STRUCTURAL, MEP CONSULTING SUPPORT: IDS GROUP, Inc.; www.idsgi.com
  - ENVIRONMENTAL CONSULTING SUPPORT: IMPACT SCIENCES, Inc. (DBE/WBE Firm); www.impactsciences.com
  - HAZ-MAT TESTING CONSULTING SUPPORT: PROPERTY HEALTH, Inc.; www.mypropertyhealth.com

(ii) Past experience of staff in performing similar services

Our staff's **experience in** performing similar services includes in a **variety of projects**, such as:

- Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Police Stations
- Renovation of Historic Buildings
- Parks and Playgrounds
- ADA Improvements
- Street Rehabilitation and Reconstruction
- Traffic Signals
- Street Lighting
- Water, Drainage, Sewer Improvements
- Utilities
- Bridges

Transtech has **extensive experience locally**, and **assisted the City of Ontario on many projects and successfully completed our assignments. We worked with various City Department and have a very good knowledge of the City, Departments, Standards, Procedures and requirements.** One of the projects we completed (in 2022), C-Block Parking Structure **received 2022 Projects of the Year APWA Award**. The project included construction of 5 level, 400 space parking structure under DB (Design-Build) Delivery Method.

For details of various projects, please see Proposal Section 6. Experience and Technical Competence, b. Project Specific Experience

(iii) Number of years the firm has conducted business

33 years.

(iv) Five (5) references

CITY OF WEST COVINA(Year started and completed: 2018 – Ongoing Service)

Contact: David Carmany, City Manager; T: 626-939-8401; E: dcarmany@westcovina.org

Services Provided: Building & Safety Services (Building Official, Plan Check, Inspection); City Engineering Services; Traffic Engineering; **CIP Management**; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check.

CITY OF COMMERCE (Year started and completed: 2010 – Ongoing Service)

Contact: Vilko Domic, Assistant City Manager; T: 323-722-4805; E: vdomic@ci.commerce.ca.us

Services Provided: Building & Safety Services (Building Official, Plan Check, Inspection); City Engineering Services; Traffic Engineering; **CIP Management**; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check.

CITY OF MONTEREY PARK (Year started and completed: 2012 – Ongoing Service)

Contact: Ron Bow, City Manager; T: 626-307-1255; E: rbow@montereypark.ca.gov

Services Provided: Building & Safety Services (Building Official, Plan Check, Inspection); City Engineering Services; Traffic Engineering; **CIP Management**; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check.

CITY OF TEMPLE CITY (Year started and completed: 2014 – Ongoing Service)

Contact: Bryan Cook, City Manager; T: 626-285-2171; E: bcook@templecity.us

Services Provided: Building & Safety Services (Building Official, Plan Check, Inspection); City Engineering Services; Traffic Engineering; **CIP Management**; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check.

CITY OF ALHAMBRA (Year started and completed: 1993 – Ongoing Service)

Contact: Andrew Ho, Community Development Director; T: 626-570-5041; E: andrewho@cityofalhambra.org

Services Provided: Building & Safety Services (Building Official, Plan Check, Inspection); City Engineering Services; Traffic Engineering; **CIP Management**; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check.

WEST COVINA
City Manager's Office

March 7, 2022

Subject: Letter of reference: Transtech Engineers, Inc.

Transtech has been providing services to the City of West Covina since 2019. Transtech provides a full suite of City Engineering and Building & Safety services. The firm currently serves in the capacity of City Engineer, City Traffic Engineer, Public Works Engineering, Public Works Permitting and Inspection, Capital Improvement Program Management, Project and Construction Management, Design, Grant Writing & Management, providing as-needed Professional Services, Building Official, Plans Examiner, Building Inspector, and Permit Technician.

Transtech exemplifies public service. The firm has proven to be quite responsive to community needs and is a vital City partner. Since they came aboard, West Covina residents and applicants have consistently complimented us on their work on our behalf. In their roles they frequently interact with the public, residents, businesses, and community members and have always provided the highest level of customer service and project delivery.

Transtech has helped West Covina define bold new horizons of community service. During the pandemic the Transtech team continued to provide exceptional service to the City, introducing an electronic plan check portal and streamlining Building and Safety operations for more efficiency. Their leadership and continued service commitment to the City has been exceptional. Additionally, the firm has been working quite closely with my office as West Covina seeks to garner State approval and establish a municipal Health Department.

Transtech principals are directly involved. The Transtech Team provides high quality work and have principal level involvement which ensures the success of their services. The firm is cost effective in their approach and have proven themselves to be an extremely valuable asset to the City.

I am pleased to write this letter of recommendation for Transtech. I recommend the firm without reservation. If I can provide any additional information, please let me know.

Sincerely,

David Carmany
City Manager
T: (626) 939-8400
E: dcarmany@westcovina.org

1444 West Garvey Avenue • West Covina • CA 91790 • Phone (626) 939-8401 • Fax (626) 939-8406

CITY OF COMMERCE

Jose D. Jimenez, Director of Economic Development and Planning
ECONOMIC DEVELOPMENT AND PLANNING

March 8, 2022

Subject: Transtech Engineers, Inc. Letter of Reference – City of Commerce

It is my pleasure to recommend and provide full support for Transtech Engineers, Inc. As Director in two different municipalities, I've had the distinct pleasure of utilizing Transtech for a variety of municipal services. Currently, we partner with Transtech Engineers, Inc. to provide Building and Safety Services, as well as City Engineering Services to the City of Commerce.

They serve in the capacity of Building Official, Permit Technician, Building Inspector, Building Plan Check/Review, City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Construction Management, Grant Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection.

Transtech has always provided the highest quality work. Their staff is professional and courteous; their work is efficient and cost effective; and they truly are a partner to the City of Commerce.

Within the two municipalities where I partnered with Transtech, their staff has always been professional and extremely responsive to the needs of the respective cities. They provide excellent customer service in all of the interactions with City Staff, the Departments, and the public.

Their leadership and continued service commitment to the City has been to the highest degree of service that one can expect.

If you have any further questions, please feel free to contact me at jjimenez@ci.commerce.ca.us, or via phone at (323) 722-4805 ext. 2389.

Sincerely,

Jose D. Jimenez
Director of Economic Development and Planning

2535 Commerce Way • Commerce, California 90040 • (323) 722-4805 • FAX (323) 888-6841

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov

City Council
Peter Chan
Hans Liang
Henry Lo
Fred Sornoso
Yvonne Yiu

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

March 10, 2022

Re: Letter of Recommendation – Transtech Engineers, Inc.

Transtech has been providing high-quality services to the City of Monterey Park since 2012.

Currently, Transtech is providing both Building and Safety Services and Engineering Support in the capacity of City and Traffic Engineering, Public Works Plan Check, CIP Management, Grant/Funding Management, and as-needed Professional Services inclusive of staff augmentation, planning, design, project management, construction management, and inspection.

They also serve as the Building Official, providing Building Inspection and Building Plan Check/Review services. Transtech implemented expedited review services to support the building department for reviewing development projects in the City.

Notably, they have been especially helpful in expediting the delivery of the City's CIP projects, including numerous Master Plan and ADA projects for our parks, and securing substantial funding allocations for infrastructure projects for the City.

Transtech remains customer service-oriented and professional in all its interactions with City Staff, the public, applicants, and residents. They are responsive to our and the community's needs and provide excellent services.

I am very confident in recommending their professional services. If you have any questions, feel free to contact me at (626) 307-1255 or at rbow@montereypark.ca.gov.

Thank you.

Ron Bow
City Manager

Pride in the Past • Faith in the Future

9701 Las Tunas Drive • Temple City • California 91780 • 626-285-2171

March 14, 2022

Subject: Letter of Reference, Transtech Engineers, Inc. – Municipal Services

Transtech Engineers, Inc. has continuously served the City of Temple City since 2012, providing a full array of City Engineering, Building and Safety, and Construction Management services. Throughout their tenure in Temple City, where I have served as City Manager since 2014, they have cost-effectively provided high-quality services with highly qualified professionals and expertise which has been of excellent service to Temple City.

Transtech employees and management are responsive to any issues and requests and provide expert advice to complex and day-to-day municipal concerns. The Transtech team provides the City of Temple City with a broad array of municipal services, including serving as the City Engineer, City Building Official, CIP Project Construction Manager, and City Traffic Engineer. In addition, the firm provides the City with Building Plan Check Review and, as needed, Professional Services, including planning, public works project design and compliance services, building and public works inspection services, and construction management services.

Transtech serves as a vital and critical partner to the City of Temple City in delivering excellent service to the community. For example, during the pandemic, the City continued providing building and engineering services mainly due to the partnership with the City staff and Transtech management and employees in delivering virtual building and plan check reviews and permitting services. This partnership led to a seamless transition of services during the pandemic, allowing for uninterrupted service continuity.

Based on my experience working directly with Transtech's management and staff and the feedback we receive from the Community, City Staff, and other stakeholders, we have been very satisfied with the quality of work and services provided to the City. Based on my direct experience, I would highly recommend their services. If you have any questions, please call me directly at 626-285-2171, ext—4105, or e-mail at bcook@templecity.us.

Sincerely,

Bryan Cook
City Manager

City of Alhambra
Community Development Department

Gateway to the San Gabriel Valley

111 South First Street Alhambra California 91801

March 14, 2022

Subject: Transtech Engineers, Inc.
Letter of Recommendation

To Whom It May Concern:

Transtech has been providing full-service City Engineering and Building and Safety services to the City of Alhambra for nearly 30 years.

They provide excellent customer care and service not only internally to City staff but also to the public who frequently interacts with them through both their Engineering and Building and Safety Services. They continue to be an integral part of the city.

They have teams serving both our Public Works and Community Development Departments in the capacities of Building Official, Permit Technician, Building Inspector, and Building Plan Check/Review, City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Construction Management, Grant Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection.

The city has had nothing but positive experiences with their staff and we are extremely satisfied with their services over the many years. They continue to provide the highest quality work with professionalism and a high regard to customer service. Their commitment to quality and quick responsiveness sets them apart from others. I highly recommend them for their services.

Best Regards,

Andrew Ho
City of Alhambra
Director of Community Development
andrewho@cityofalhambra.org

(v) Local experience and knowledge of City

Transtech has extensive experience locally and with the City.

We have assisted the City on many projects and successfully completed our assignments. Currently, we are assisting the City on various projects.

We worked with various City Department and have a very good knowledge of the City, Departments, Standards, Procedures and requirements.

One of the projects we completed (in 2022), C-Block Parking Structure received 2022 Projects of the Year APWA Award. The project included construction of 5 level, 400 space parking structure under DB (Design-Build) Delivery Method.

2022 APWA AWARD WINNING DB PROJECT MANAGED BY TRANSTECH
C-BLOCK PARKING STRUCTURE
City of Ontario
Completed in May 2022
Project received 2022 Projects of the Year APWA Award
Award Category: Facilities
Facilities, including parking structures, transit facilities, rail stations, recycling facilities, fiber optics, energy generation & substations, zoos, communications, and public works yards.
Population Division: 100,000 to 200,000
Total Project Value: $13 m



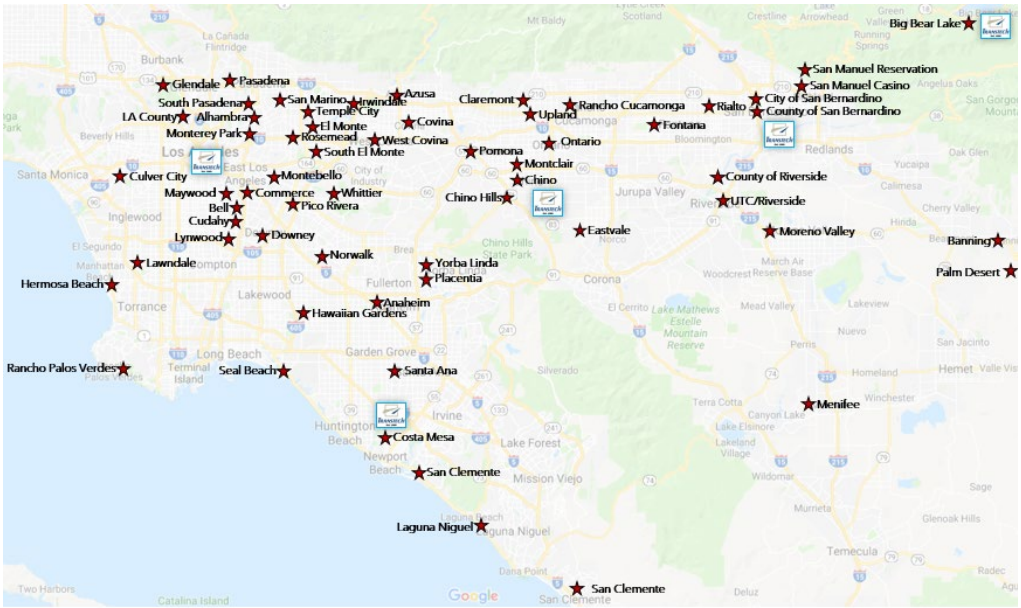
We are Regionally and Locally active and present:

- ✓ We are a local firm with strong working relationships with many local agencies.
- ✓ We have local Staff who live in the City and in neighboring communities.
- ✓ Our staff members serve on various local boards of several organizations.
- ✓ We are vested locally and involved in many local community activities.
- ✓ We can assist the City in coordination with other local agencies.

We work with many local and neighboring agencies, and on a variety of projects; few listed below:

County of SB	Caltrans	SB Housing Agency	Rialto
Rancho Cucamonga	Upland	Chino	Fontana
Moreno Valley	Riverside	San Manuel	

Below is a map of various agencies we work with in the Greater Los Angeles Area:



b. Project Specific Experience

(i) Description of three (3) most relevant service contracts within the last five years, one page per project, to include:

PROJECT 1: City of Temple City	
(a) Role of the firm	Municipal Contract Services
(b) Dollar value of the services	Approx. $1.5M, annually
(c) Dollar value of the fee	Approx. $1.5M, annually
(d) Description of services	This is a multi-disciplinary service contract, **which includes management of City's CIP Program**, as well as several other municipal services, such as Building & Safety; City Engineering Services; Traffic Engineering; Federally Funded Project Management; Engineering Design; Public Works Permit Inspection; Map Check. Some of the CIP Projects include: • Primrose Park Project (completed, 2022, #4M) • City Hall Upgrade ((trellis, $0.5M, completed 223; HVAC and Roof Upgrade (ongoing, $1M); • 2022 City-wide Street Rehab Program (completed 2023, $5M)
(e) Staffing	Because this is a multi-disciplinary service contract, several staff members, including those listed in Proposal section **4. Staffing Resources**, **a. Firm Staffing and Key Personnel**, **(iii) Team organization and one-page resumes**, are involved in various tasks as needed and at various levels. ***Our staff and resources include approximately 200 staff.*** *When a project is assigned to Transtech, appropriate staff and resources will be allocated based on the scope of work and staffing level needed to* ***provide the services in an efficient, timely and cost effective manner****.*
(f) Duration of providing services	Year started and completed: 2014 – Ongoing Service
(g) Relationship to client	Prime Consultant
(h) Contact name, position, entity name, telephone number, fax number and e-mail address for project	Bryan Cook, City Manager; T: 626-285-2171; E: bcook@templecity.us

PROJECT 2: City of West Covina	
(a) Role of the firm	Municipal Contract Services
(b) Dollar value of the services	Approx. $3M, annually
(c) Dollar value of the fee	Approx. $3M, annually
(d) Description of services	This is a multi-disciplinary service contract, **which includes management of City's CIP Program**, as well as several other municipal services, such as Building & Safety; City Engineering Services; Traffic Engineering; Federally Funded Project Management; Engineering Design; Public Works Permit Inspection; Map Check. Some of the CIP Projects include: • Friendship Park Improvements, CDBG funded, (completed 2022, $1M) • Citywide HSIP Traffic Signal Improvements at 10 Intersections (ongoing, $3.2m) FY 21/22 City-wide Street Rehab Program (completed 2022, $2.5M)
(e) Staffing	Because this is a multi-disciplinary service contract, several staff members, including those listed in Proposal section **4. Staffing Resources**, **a. Firm Staffing and Key Personnel**, **(iii) Team organization and one-page resumes**, are involved in various tasks as needed and at various levels. ***Our staff and resources include approximately 200 staff.*** *When a project is assigned to Transtech, appropriate staff and resources will be allocated based on the scope of work and staffing level needed to* ***provide the services in an efficient, timely and cost effective manner****.*
(f) Duration of providing services	Year started and completed: 2018 – Ongoing Service
(g) Relationship to client	Prime Consultant
(h) Contact name, position, entity name, telephone number, fax number and e-mail address for project	David Carmany, City Manager; T: 626-939-8401; E: dcarmany@westcovina.org

PROJECT 3: City of Commerce		
(a)	*Role of the firm*	Municipal Contract Services
(b)	*Dollar value of the services*	Approx. $2M, annually
(c)	*Dollar value of the fee*	Approx. $2M, annually
(d)	*Description of services*	This is a multi-disciplinary service contract, **which includes management of City's CIP Program**, as well as several other municipal services, such as Building & Safety; City Engineering Services; Traffic Engineering; Federally Funded Project Management; Engineering Design; Public Works Permit Inspection; Map Check. Some of the CIP Projects include: • Sheriff Sub-station and Community Safety Service Building Development (on-going, $35M) • Transportation Center Facility Development (on-going, $100M) • Washington Bl Widening and Reconstruction Project (completed 2018, $40M)
(e)	*Staffing*	Because this is a multi-disciplinary service contract, several staff members, including those listed in Proposal section **4. Staffing Resources**, **a. Firm Staffing and Key Personnel**, **(iii) Team organization and one-page resumes**, are involved in various tasks as needed and at various levels. ***Our staff and resources include approximately 200 staff.*** *When a project is assigned to Transtech, appropriate staff and resources will be allocated based on the scope of work and staffing level needed to* ***provide the services in an efficient, timely and cost effective manner****.*
(f)	*Duration of providing services*	Year started and completed: 2010 – Ongoing Service
(g)	*Relationship to client*	Prime Consultant
(h)	*Contact name, position, entity name, telephone number, fax number and e-mail address for project*	Vilko Domic, Assistant City Manager; T: 323-722-4805; E: vdomic@ci.commerce.ca.us

EXAMPLES OF VARIOUS OTHER PROJECTS REPRESENTATIVE OF TRANSTECH'S DIVERSIFIED EXPERIENCE IN PROJET AND CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES:

We have experience in a variety of projects, such as:

- Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Police Stations
- Renovation of Historic Buildings
- Parks and Playgrounds
- ADA Improvements
- Street Rehabilitation and Reconstruction
- Traffic Signals
- Street Lighting
- Water, Drainage, Sewer Improvements
- Utilities
- Bridges

Examples of Vertical (Type B-Building) Projects:



City of Alhambra Civic Center Library Project ($30M): Transtech provided plan check, inspection, construction management, and owner representative services, the project included construction of a 45,000 SF Library with an underground parking garage.



City of Whittier, Uptown Parking Structure (DBB, Design-Bid-Build Project, Project Value: $12M): The project involved construction of a 4 story, 450 stall parking structure, and includes elements such as bicycle and motorcycle parking and provisions for future photovoltaic panels.. The project was delivered as DBB. Transtech served as Construction Manager. This project is located in Whittier.



Renaissance Plaza ($15M): This project was located in the City of Alhambra and included a parking structure, 10 plex movie theater, retail, and plaza. Transtech served as the City's Building Official, Plan Checker and Inspector for this project including construction manager of the parking structure, public plaza, and other improvements.



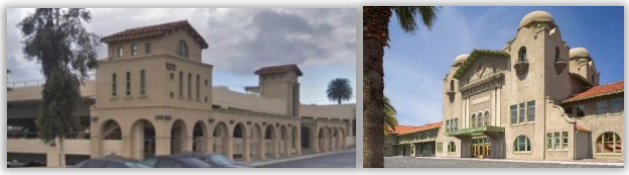
Rosewood Community Center ($25M): Transtech was retained by the City of Commerce to take over the management of this multimillion-dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the City to start the move-in process, and 2 months after, the facility was opened for public use.



Garfield Avenue Parking Structure ($8.5M): This project included a 5-story level, 600 space parking structure as part of the Alhambra Redevelopment Agency and Downtown Redevelopment. Transtech provided plan check, inspection, construction management and owner representative services.



Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge (25M): This project is in Corona and included 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over railroad tracks. Transtech provided inspection and construction management services for the construction of this federally funded project.



City of San Bernardino Santa Fe Depot/Metrolink Parking Structure and Historic Santa Fe Depot Renovation Project ($25M): This project included The Parking Structure involved the construction of a 3-level parking structure for 350 cars. Historic Santa Fe Depot Renovation involved renovation for adoptive reuse of 60,000 sf historical Santa Fe Train Depot.

Examples of Street Improvements/Infrastructure (Type A-Engineering) Projects:

- Since 2013, Annual Street Rehab Program, City of Temple City
- Since 2015, Annual Street Rehab Program, City of Commerce
- Since 2019, Annual Street Rehab Program, City of West Covina
- Since 2018, Annual Street Rehab Program, City of South El Monte
- Since 2018, Annual Street Rehab Program, City of Cudahy
- Since 2019, Annual Street Rehab Program, City of Maywood
- Riverside Dr Street Rehab Project, City of Chino
- El Prado Rd Reconstruction Project, City of Chino
- Eastern Ave, Full Depth Reclaimed Pavement Rehab Project, City of Commerce
- Temple City Blvd Rehabilitation Project, City of Temple City *(Fed. Funded)*
- Washington Blvd, Widening, Reconstruction Project, City of Commerce *(Fed. Funded)*
- Rosemead Blvd, Bikeway, Reconstruction, Beautification Project, City of Temple City *(Fed. Funded)*
- Cactus/Nason Street Improvement Project, City of Moreno Valley (SLPP Funded)
- HSIP Cycle 4, Traffic Signal Improvements at Various Locations, City of Commerce (Fed. Funded)
- HSIP Cycle 6&7 Programs, Citywide Traffic Signal Improvements, City of South El Monte (Fed. Funded)
- HSIP Cycle 6, El Monte Ave, Temple City Blvd, and Various Citywide Locations, City of Temple City; (Fed. Funded)
- HSIP Cycle 6&7 Programs, Atlantic Ave & Salt Lake Ave Traffic Signal Improvements, City of Cudahy; (Fed. Funded)



Washington Boulevard Widening and Reconstruction Project ($40M): Transtech provided CM/CI/Resident Engineer, Inspector, Office Engineer Services. The project included widening and reconstruction of 2.7 miles of Roadway, Traffic Signals, Street Lighting, Landscape, Improvements at I-5 and at 710 Freeways ramps. The project was federally funded and was managed in compliance with Caltrans Local Assistance Procedures Manual. The project was also a Caltrans Oversight Project.
AWARD: This project was recognized as one of the projects of the year as part of the 2017 American Public Works Association (APWA) BEST Award, in the category of Transportation Projects.



Rosemead Boulevard Improvements Project ($20M): Located in the City of Temple City, this was a Federally Funded project. Funding also included METRO Measure R and Prop C Funds. Transtech provided Project, Program, Construction Management, Resident Engineer, Inspection, Federal Compliance, Labor Compliance and Office Engineer Services. The project included protected bike lanes, widening and reconstruction of 2 miles of roadway.

AWARD: The project has achieved numerous awards including a 2013 Planning Excellence in Implementation Award from the American Planning Association, the 2014 Quality of Life Merit Award from the American Society of Landscape Architects, the 2014 Merit Award for Urban Design from the California Council of the AIA and was voted one of the "best 10 new bike lanes of 2014" from the PeopleforBikes organization.



Atlantic Boulevard Corridor Improvement Project ($20M): This was a Federally Funded project in the City of Commerce. Transtech provided turnkey services included construction management, resident engineer, inspection, office engineer, and funds coordinator. The project was a major street reconstruction and beautification project along Atlantic Boulevard which improved mobility for pedestrians, trucks, and vehicles as well as provided corridor beautification with landscaped medians and other elements.

AWARD: This project was recognized as one of the projects of the years as part of the 2020 American Public Works Association (APWA) Project of the Year Award, in the category of Transportation Projects.



Cactus Avenue and Nason Street Improvements and 135' Span Bridge Project ($21M): This project was part of the State Local Partnership Program SLPP Grant in the City of Moreno Valley ($21M). Transtech provided construction management, resident engineer, inspection, and office engineer services.

AWARD: This project was recognized with a project achievement award by the Construction Management Association of America (CMAA) for Construction Management Services under the Public Works Category for $11M-$50M ranged projects.



Eastern Avenue Rehab Project ($1.5M): Located in the City of Commerce, this project was funded through City's Measure AA Funds. The project involved Full Depth Reclaimed Pavement Rehabilitation. Transtech provided construction management and inspection services.

AWARD: This project was recognized as one of the projects of the year awards as part of the 2017 Outstanding Local Streets and Roads Project Award Program in the Category of Roads for Efficient & Sustainable Road Maintenance, Construction & Reconstruction Projects.



Rte 71/Mission BI Grade Separation Project ($40M): This project was a Federally Funded project located the City of Pomona and included construction of a bridge/grade separation. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. Caltrans was the oversight/jurisdictional Agency.



Bogert Trail Bridge Widening Project ($5M): Located in the City of Palm Springs, this project was a Federally Funded project. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. The project involved bridge widening, retrofit, and beautification elements.



26th Street Rehab and Metrolink Station ($1M): This project was Federally Funded in the City of Commerce and included rehabilitation of 26th Street, and Metrolink Station parking lot rehab, station platform improvements, landscape and lighting. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services.



ATP Citywide Crosswalk and Pedestrian Safety Improvement Project ($1.2M): Located in the City of Cudahy, this project included safe routes to school pedestrian safety improvements near schools and pedestrian activity centers. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services.



Parking Lot Improvements Projects ($550K): Located in the City of Temple City, this project included new parking lot signage, asphalt resurfacing, construction of trellis, new lighting, electrical vehicle charging station infrastructure, landscaping, and drainage. Transtech provided construction management, and inspection services.

Examples of Park Projects:



City of Alhambra, Almansor Park Improvements Project ($2.5M): The project included construction of new basketball courts, restroom facilities, shade structure, new drainage systems, new lightings, and updated landscaping and irrigation, and PCC walkways.



City of Temple City, Primrose Park ($4M, Prop 68 Funding): The project included constructing a new park with playground, landscaping, parking lot, concrete plaza, lighting, drainage, ADA improvements.



City of Commerce/Caltrans, I-5 Freeway/Washington Bl SB on and off Ramps Landscape Improvements ($3M, Federally Funded): The project included, Landscape, Improvements at I-5 and at 710 Freeways ramps.



City of Fontana, South Fontana Park ($15M): The project included an 18-acre park with 4 artificial turf soccer/football fields, sports lighting, playground/tot lot, walking path, 2 Restroom/Concession Building, shade structures, fencing. Transtech is providing inspection services.



City of Monterey Park, Citywide Parks Improvement Project ($6.5M): This project included installation of park equipment (playground, picnic shelters, benches), construction of ADA improvements at 13 parks.



City of Cudahy, Soccer Field (synthetic turf) and Park Improvements Project ($2M, CDBG Funded): The project included constructing a new soccer field with artificial turf on existing baseball field, landscaping, parking lot, concrete plaza, lighting, drainage, ADA improvements.

Examples of Development Projects:





Agency: CITY OF TEMPLE CITY
Project: Blossom Walk Residential Development (Valuation $6 m). This development includes 24-unit condominiums and 4 single family homes.
Transtech provided following services:

- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- **Engineering Plan Check, Map Check, and Permit Inspection.**
- Building Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.

Agency: CITY OF SOUTH EL MONTE
Project: Chico Residential Development (Valuation $15 m). This development includes 13 buildings with 70 residential units.
Transtech provided following services:

- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- **Engineering Plan Check, Map Check, and Permit Inspection.**
- Building Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF COMMERCE
Project: Warehouse with Office Space Development (Valuation $20 m). This development includes one-story of warehouse with mezzanines for office use of 114,898 square feet of total floor area in a 5.65-acre lot.
Transtech provided following services:
- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- **Engineering Plan Check, Map Check, and Permit Inspection.**
- Building Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF ALHAMBRA
Project: Main Street Collection (Valuation $23 m). This development includes 4-story mixed-use project with 8,200 s ft retail space, 52 condos, 9 live/work units, 19 townhomes, and 6 shopkeeper units.
Transtech provided following services:
- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- **Engineering Plan Check, Map Check, and Permit Inspection.**
- Building Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF WEST COVINA
Project: Medical Center Building (Valuation $20 m). This project is a new Medical Office Building of approximately 55,000 sf that will operate 24/7 providing a radiation oncology department and infusion department.
Transtech provided following services:
- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- **Engineering Plan Check, Map Check, and Permit Inspection.**
- Building Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF WEST COVINA
Project: Asteria Residential Development (Valuation $40 m). This development includes 158-unit residential homes.
Transtech provided following services:
- Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.
- **Engineering Plan Check, Map Check, and Permit Inspection.**
- Building Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.

Experience in DB (Design-Build) Project Delivery:
Transtech has extensive experience in managing DB Projects in compliance with CA Public Contract Code.

2022 APWA AWARD WINNING DB PROJECT MANAGED BY TRANSTECH
C-BLOCK PARKING STRUCTURE
City of Ontario
Completed in May 2022
Project received 2022 Projects of the Year APWA Award
Award Category: Facilities
Facilities, including parking structures, transit facilities, rail stations, recycling facilities, fiber optics, energy generation & substations, zoos, communications, and public works yards.
Population Division: 100,000 to 200,000
Total Project Value: $13 m
Link to Project Info:
ONTARIO, C BLOCK DB PARKING STRUCTURE



Few other Projects Transtech was involved:

City of Alhambra, Mosaic Parking Structure (DB Delivery) ($8M: The project involved construction of a 5-story parking structure. The project was delivered as DB. Transtech served as Owner Representative and Program Manager from initial project planning, design development thru construction. Transtech also provided building code plan check, constructability, biddability and value engineering review. Also, during construction, Transtech provided construction management and inspection services. This project is located in Alhambra



San Manuel Band Of Mission Indians Tribe Casino Expansion/Development ($700 M): This project involved Casino's expansion program, which includes casino renovation, new hotel, entertainment center, parking structure, pedestrian bridges, alignment of entry and exit roads, and various other improvements. Transtech provided Building Plan Check and Inspection.



Turkish American Cultural Center Project, Maryland (DB Delivery) ($100M): This unique project, Turkish-American Cultural Center (TACC) is a unique multi-cultural center showcasing he culture and heritage of Turkish Americans, and celebrate their contribution to America. The project involved construction of a museum, library, traditional Turkish/Ottoman houses, religious facility (Mosque), including an



(ii) If any of the following has occurred, please describe in detail

(a) *Failure to enter into a contract or professional services agreement once selected*
No

(b) *Withdrawal of a proposal as a result of an error*
No

(c) *Termination or failure to complete a contract*

(d) *Debarment by any municipal, county, state, federal or local agency*
No

(e) *Involvement in litigation, arbitration or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract*
No

(f) *Falsification of information or submission of deceptive or fraudulent statements in connection with a contract*
No

(g) *Willful disregard for applicable rules, laws or regulations*
No

c. Technical Competence

(i) In-house resources

Electronic Project Management and File Sharing Platform:
We provide access to project participants a common project information and file sharing platform and ability to track the project.

Smartsheet:
For current projects with the City of Ontario, we are using "Smartsheet", which is the platform the City is using.

Scheduling Software:
Both Microsoft Project and Primavera (P6) are used as the primary software in the development of Critical Path Method (CPM) schedules. Our approach to Scheduling and Timely Completion of Project and Schedule Recovery includes having the contractor prepare a baseline schedule, which identifies the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations.

Equipment for Field Personnel:
Our field personnel are equipped with lap-top computers, and prepare necessary project documentation on electronic forms and are connected to company servers on cloud. Also, field personnel are provided with cell phones, electronic levels, measurement equipment, and personal safety equipment.

Timely and Accurate Invoicing:
Transtech is on electronic staff time tracking and timecard system. Employees are required to enter their timecards on daily basis electronically. Invoices are generated from the timecards, with backup time cards provided with the invoices.

(ii) Ability to draw upon multi-disciplinary staff

Transtech is a multi-disciplinary consulting firm:
Established in 1989, Transtech (a California Corporation) is a multi-disciplinary municipal engineering consulting firm. Transtech has been in business for 33 years and provides municipal services to approximately 70 public agencies. Our staff and resources include approximately 200 staff, including project managers, civil engineers, designers, traffic and transportation analysts, technicians plan and map checkers, surveyors, inspectors, construction managers, building officials, building plans examiners, building inspectors, planners and support personnel.

Our service capabilities include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Civil Engineering,
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, Right-of-way Engineering
- Emergency, Support Services

Large pool of staff with diversified experience in various engineering disciplines:
Transtech has a large pool of well experienced in-house staff readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner. Our staff and resources include approximately 200 staff, including project managers, construction managers, building official, plan checkers, inspectors, engineers, designers, traffic and transportation analysts, technicians, admin support personnel.

Unique Qualifications:
One of the unique qualifications of Transtech is that we serve public agencies as municipal contract service providers. We serve as Building Official, Building Plans Examiner, Building Inspector, Permit Technician, City Engineer, City Traffic Engineer, Map/Plan Checker, Public Works/Permit Inspector, CIP Manager, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and in other capacities for a number of public agencies. We also provide Fire Plan Check and Planning Support.

7. Proposed Method to Accomplish the Work

SCOPE OF SERVICES

The City's usage of the Consultant's services will be on an as-needed basis such that if the demand is not there, then the services will not be requested. For each on-call service request, the Consultant and the City will agree upon the specific scope of work and cost for that project. The City has the right to retain other consulting firms at its sole discretion when the City believes there will be an economic for other significant advantage for doing so. Services for each contract will be provided on a negotiated fee basis, per work order. No minimum amount of work is guaranteed under these agreements. Compensation will be based on the hourly fee schedule, and time and materials with a not-to-exceed limit agreed upon by both Consultant and City before work begins.

The City desires to obtain the services of no more than three outside organizations to assist with Project Management Services. At least five (5) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required for city- owned parks and landscaping projects.

The Consultant(s) selected shall provide the following services:

ARCHITECTURAL PRE-QUALIFICATION
- Attend meetings and provide Meeting Minutes
- Review and prepare draft RFQ and provide comments
- Prepare Spreadsheet evaluating responses
- Provide support as required

ARCHITECTURAL BIDDING and SELECTION
- Attend meetings and provide Meeting Minutes
- Review and prepare draft RFP and provide comments
- Prepare Spreadsheet evaluating responses
- Provide support as required

DESIGN and CONSTRUCTION DOCUMENTS
- Attend meetings and prepare Meeting Minutes.
- Attend job-walks with architect and engineers
- Review plans at various stages and provide comments
- Provide support as required

CONTRACTOR PRE-QUALIFICATION
- Attend meetings and provide Meeting Minutes
- Review and prepare draft RFQ and provide comments
- Prepare Spreadsheet evaluating responses
- Provide support as required

CONTRACTOR BIDDING and SELECTION
- Attend meetings and provide Meeting Minutes
- Review and prepare draft RFP and provide comments
- Attend Mandatory Pre-Bid Conference, Bid Scrub, and job-walks
- Assist with RFI responses, keep logs as required
- Prepare Spreadsheet evaluating responses
- Provide support as required

PRE-CONSTRUCTION
- Develop and update the over-all Project Schedule
- Develop and update the overall Project Budget

- Work with City staff and vendors to prepare the construction site for closure and construction
- Provide support as needed relating to Contractor Mobilization, administrative tasks, Facility Rules and Regulations for Contractors, etc.
- Attend job-walks as required to familiarize contractor with the facility and job-site
- Attend staff presentations to familiarize the affected staff as to expectations
- Attend planning meetings
- Meet with vendors as needed and as directed to obtain quotes, coordination, etc. Provide support as needed

CONSTRUCTION
- Monitor quality of construction via regular job-site inspections.
- Prepare, monitor, report periodically, and revise, as needed the Project Schedule.
- Prepare, monitor, report periodically, and revise, as needed the Project Budget.
- Attend weekly construction meetings, and provide meeting minutes, distributed to all parties
- Photograph site weekly and archive photos
- Monitor all standard construction documentation, including submittals, RFI's, etc.
- Review all contractor change orders for scope and cost approval.
- Review and monitor payment of all contractor and vendor invoices.
- Attend punchwalk on behalf of Client
- Monitor punch-list progress and completion to 100%
- Assist during punchlist period for complaints, modifications, etc.
- Provide support as needed

FIXTURIZATION
- Assist Client with de-install and removal of existing furniture, and installation of new furniture and fixtures by Client's furniture vendor
- Obtain competitive bidding for any items or services, as directed by Client
- Prepare punchlists for furniture and fixtures
- Provide support as needed
- Attend jobwalks and/or meet vendors on site as needed

POST-CONSTRUCTION
- Attend meetings and provide Meeting Minutes
- Review requests for additional scope or services; obtain pricing, and implement, if so directed
- Provide support as required

ACCOUNTING AND PROJECT CLOSE-OUT
- Obtain close-out package from General Contractor including but not limited to as-built drawings, air-balance reports, warranty, maintenance and operations manuals, etc.
- Assist with coordination of final payment to General Contractor
- Assist with completion of Lien Release process
- Provide summary documentation, spreadsheets, analysis, etc, as directed
- Archive all electronic and paper files; provide copies of key documents and photos to Client

METHODOLOGY, TECHNICAL AND MANAGEMENT APPROACH

STRUCTURED APPROACH:
We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the City with an efficient and quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements. The following paragraphs describe our general approach to deliver projects in an efficient and cost-effective manner. A project specific approach will be provided for each assigned project and will become part of the specific contract for the specific project.

- **Project Management**: Our approach is to provide proactive management and attempt to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-

on knowledge, experience and management skills of the people involved in managing the project. Our team members have extensive experience and proven track record in managing large and complex projects and bringing them to a completion on time and within budget.

- **Approach to Cost Control and Change Orders:** We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost-effective manner.
- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery:** The baseline schedule should properly identify the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.
- **Management of Documents:** We use an electronic file management system. All construction forms, daily dairies, weekly statement of working days, etc. are stored in our electronic file system, and are per Caltrans documentation system. We provide these documents at the end of the project to the client in organized files as well as pdf files.
- **Safety and Security:** We hold meetings with the contractor to review and discuss safety and security requirements, OSHA conformance, emergency security and safety procedures, and enforce security and safety responsibilities.
- **Funding Closeout:** We prepare necessary closeout documentation required by the funding agencies, submit final reimbursement documentation, follow-up on the reimbursements, and final funds balance report.
- **Project Closeout:** We recognize that closeout is an important part of the construction process. It signifies that the new facility structure is ready to use. We methodically handle all closeout tasks to ensure a smooth transition from construction to occupancy.
- **Methodology for Communication to Inform City on Work Progress:** Key project team members will attend periodic project progress meetings with City staff throughout the project duration.
- **Electronic common project information and file sharing platform:** We create and provide access to project participates a common project information and file sharing platform.

CUSTOMER CARE AND RESPONSIVE SERVICE APPROACH:

- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction.**
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **"Same Day Response"** motto.
- ✓ Transtech also provides a **24-hour emergency contact** number to its clients.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **"Customer Care"** to the City, City's patrons, including responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services. **Responsiveness** is an integral part of Transtech's **"Customer Care"** service approach.
- ✓ Our Contract Principal will meet with the Client's Project Manager frequently for **service evaluation** and address any areas for improvements.
- ✓ Responsiveness is an integral part of Transtech's **"customer friendly" service approach**. While our service is always on an "as needed" basis, our responsiveness is on "full-time" basis.
- ✓ Transtech understands the importance of being able to **expedite certain projects**, when requested, by the City. Transtech has sufficient staff and resources to expedite projects.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements.
- ✓ Transtech is an ISO 9001 certified firm in Quality Management Systems, this certification is based on a number of quality management principles including a strong customer service focus

PROJECT DELIVERY, PLANNING AND EXECUTION APPROACH:

Project delivery, on time and on budget, may involve the process steps listed below:

- Active involvement early in the project and a thorough understanding of the agencies goals and objectives.
- Management of scope and quality (i.e., is the available budget and the desired scope consistent and feasible?).
- Identify deliverables, phasing, and overall project schedule. (This specifically includes project closeout

procedures. Never wait until the last minute to define expectations for project completion.)

- Creation of a basic work breakdown structure. (This is also the time to consider potential alternatives.)
- Identification of the critical activities and the required path from beginning to successful completion.
- Assembly of necessary and effective team members.
- Identify the owner of the project and the project point of contact.
- Identification of critical stakeholders and definition of their respective roles.
- Establish the total project budget and the total project schedule.
- Identification of milestone events required to evaluate and/or verify project performance.
- Identify, assesses likelihood, mitigate, and assign potential risks.
- Define quality control procedures, including code required special inspection and testing.
- Define quality assurance procedures, including review and acceptance of special inspection reports and testing results.
- Monitor costs against the established budget and guard against unfunded scope creep.
- Monitor actual progress against the established project schedule.

To be cost effective, the management of projects should be tailored to the actual project. Steps and processes that are required for some projects are not necessarily required to all projects. For the same reason, staffing should be tailored to meet the needs of the specific project, and available staffing should be shared among multiple projects where increased efficiency can be achieved.

PROJECT CONTROL SYSTEMS:

Project controls are essential to keep complex construction projects on budget and on time. They help teams and stakeholders identify emerging risks early, before they become expensive, time-consuming problems. With advance warning, these issues can be mitigated or avoided altogether. Project controls also give leadership the data they need to set realistic expectations, manage subcontractors, and plan with confidence. During the course of a project, program and project managers use controls to monitor time and cost expenditures and compare them to project lifecycle forecasts. They also rely on them to coordinate onsite execution with the milestones established during the design, procurement, entitlement, and pre-construction stages. The benefits of project controls are many. When they are put in place and used appropriately, they contribute to increased efficiency, decrease in delays and cost overruns, and fewer claims and costly litigation.

SAMPLE DB PROJECT SCHEDULE: PROJECT DESIGN, AND PERMITTING (PRIMAVERA, P6)

Activity ID		Dur			May	Jun	Jul	Aug
City of Ontario - C-Block Parking Structure								
Milestones & Summary								
Construction Documents and Permit - Package 1 - Demo & Grading								
RFP-165	Review by AHJ - Package 1 - Demo & Grading	69	28-Jan-21 A	21-May-21 A		Review by AHJ - Package 1 - Demo & Grading		
RFP-175	Review and Approval by City (Owner) - Package 1 - Demo & Grading	5	28-Apr-21 A	21-May-21 A		Review and Approval by City (Owner) - Package 1 - De		
RFP-185	Phase III Milestone: City Issues Construction Notice to Proceed - Package 1 - Demo & Gradi	0		21-May-21 A		♦ Phase III Milestone: City Issues Construction Notice to		
RFP-195	Milestone: Permit Issuance - Package 1 - Demo & Grading	0		21-May-21 A		♦ Milestone: Permit Issuance - Package 1 - Demo & Gra		
Construction Documents and Permit - Package 2 - Building & MEP's								
RFP-305	Review by AHJ - Package 2 - Building & MEP's	69	26-Feb-21 A	04-Jun-21		Review by AHJ - Package 2 - Building & MEP's		
RFP-315	Review and Approval by City (Owner) - Package 2 - Building & MEP's	5	20-Apr-21 A	11-Jun-21		Review and Approval by City (Owner) - Pa		
RFP-335	Phase III Milestone: City Issues Construction Notice to Proceed - Package 2 - Building & MEI	0		14-Jun-21		♦ Phase III Milestone: City Issues Constru		
RFP-325	Milestone: Permit Issuance - Package 2 - Building & MEP's	0		14-Jun-21		♦ Milestone: Permit Issuance - Package 2		
Construction								
RFP-205	Mobilization	10	17-May-21 A	28-May-21		Mobilization		
RFP-215	Construction Activities (NTP Package 1 to Substantial Completion)	212	17-May-21 A	21-Mar-22				
RFP-345	Construction Activities (NTP Package 2 to Substantial Completion)	192	15-Jun-21	21-Mar-22				
Preconstruction								
Design and Permitting								
Construction Documents and Permit - Package 1 - Demo & Grading								
D-185	City AHJ Plan Check Review - Package 1 - Demo & Grading	69	28-Jan-21 A	20-May-21 A		City AHJ Plan Check Review - Package 1 - Demo & Gr		

SAMPLE DB PROJECT SCHEDULE: CONSTRUCTION (PRIMAVERA, P6)

Activity ID	Activity Name	Orig Dur	Start	Finish	2021 N Dec Jan F Mar Apr May Jun Jul Aug Sep Oct
City of Ontario - C-Block Parking Structure					
Construction					
Mobilization & Site Preparation					
Mobilization					
SP-165	Underground Subsurface Utility Investigation	5	05-Jan-21 A	18-Jan-21 A	Underground Subsurface Utility Investigation
SP-115	Install Fence/SWPPP/Mobilize Trailers	10	17-May-21 A	28-May-21 A	Install Fence/SWPPP/Mot
Demo and Earthwork					
SP-185	Protect (E) Trees	5	17-May-21 A	21-May-21 A	Protect (E) Trees
SP-125	Make Safe (E) Utilities	5	24-May-21 A	28-May-21 A	Make Safe (E) Utilities
SP-195	Install Construction Entrances and BMP's	2	01-Jun-21 A	02-Jun-21 A	Install Construction Entra
SP-135	Demo Existing Parking Lot / Utilities / Trash Enclosure	4	03-Jun-21 A	08-Jun-21 A	Demo Existing Parking L
SP-175	Cut & Cap Water Line	3	07-Jun-21 A	09-Jun-21 A	Cut & Cap Water Line
SP-145	Over-Ex and Re-Compact Building Pad	7	09-Jun-21 A	17-Jun-21 A	Over-Ex and Re-Comp
SP-155	Fine Grade and Building Pad Certification	7	18-Jun-21 A	28-Jun-21 A	Fine Grade and Build
Substructure					
Foundations					
Foundation Pour #1 (Ramp & Elevator Pits) - A-C, 6-11 Lines					
FND-01-105	Layout Footings	3	25-Jun-21 A	29-Jun-21 A	Layout Footings
FND-01-115	Excavate - Footing Pour #1	3	29-Jun-21 A	30-Jun-21 A	Excavate - Footing F

Our staff has experience with various document control software systems including Procore, Autodesk ConstructWare (which has now become Construction Cloud), and Primavera P6. In our experience all major control software programs work basically the same way, and adapting from one software offering to another has a fairly small learning curve. Because the specific software is generally a choice made by the prime contractor, our staff is ready to partner with any user of any program. That said, not all projects require the 'fire power' associated with an expensive, sophisticated control system. Sometimes an intelligently designed filing system that stores basic Word, Excel, PDF, and email documents in the cloud is all a project really needs.

Transtech has a proven track record for completing projects on time. As part of our role as Project Managers is to develop, review, update and manage the project schedules and confirm that tasks are scheduled within reasonable and appropriate timeframes. We constantly review, monitor and update the schedule to confirm it is in compliance with the original schedule and that related coordination with external/3rd parties/regulatory agencies/utility companies, etc. are on track. If the look ahead schedule is not in compliance with the original schedule, we take appropriate actions to avoid potential delays. Our approach to Scheduling and Timely Completion of Project and Schedule Recovery includes having the contractor prepare a baseline schedule, which identifies the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.

ISSUES TRACKING SYSTEM:

An issue tracking system provides an easy way to document issues, assign responsible party, and view the status of how the issue resolution is progressing. Complete documentation of issues is critical to mitigate risks on current projects and prevent similar issues on future projects. When issue tracking is integrated with the project management system, all documentation, and communications related to the project become centralized to provide complete transparency into project status. **Key components of effective issue tracking are:**

- ***Date the issue was identified.*** This is important to document when the issue was first identified and how long an issue is open. Issues that have long resolution times could be further investigated by performing a root cause analysis.
- ***Description.*** A thorough description of the issue along with potential impacts to a project should be noted. Including pictures or video along with pertinent annotations is vital to provide a visual reference to the issue documentation.
- ***Issue Priority.*** When multiple issues need attention setting a priority of Low, Normal, or High will accurately present the hierarchy of which issues are most critical to impacting project success or need immediate resolution due to safety issues.
- ***Responsible Party.*** By assigning the person(s) responsible for resolving the issue (e.g., in the issue tracking system) provides accountability. The transparency of an issue tracking system allows for the responsible parties to be held accountable for completing tasks and keeping the project moving forward.
- ***Due Date.*** The issue tracking system should provide the ability to set reminders for those tasks to ensure that due dates do not get missed which could jeopardize project closure dates. Setting reminders of due dates ensure that no tasks slip through the cracks!
- ***Status.*** The visibility of issue status is essential for all project stakeholders to know if any progress is being made. If there are bottlenecks or further approvals needed, it is important that these items be documented and a plan of action created to resolve the issue.

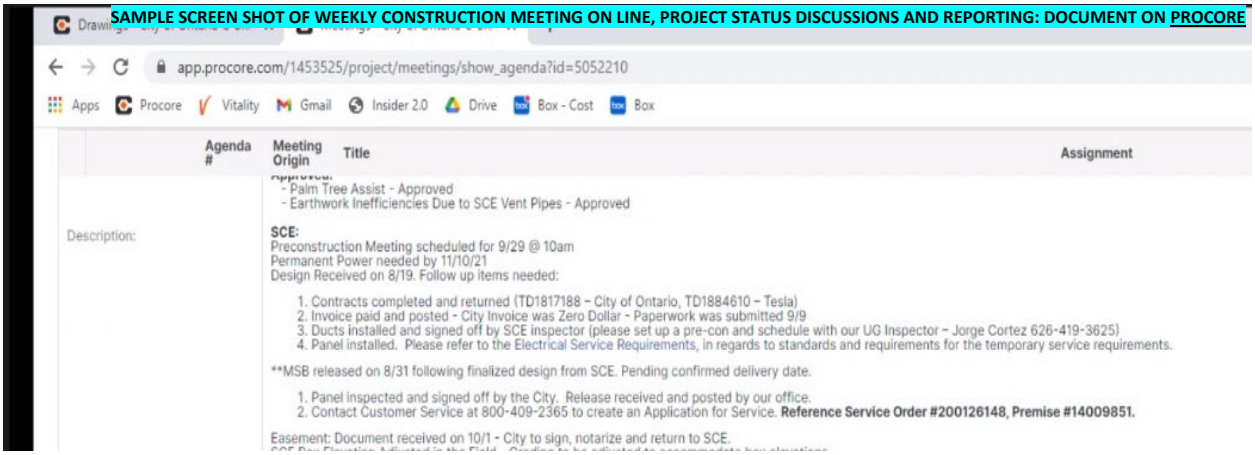
Main benefits of an effective issues tracking system are:

- Lesser chance of delays; Enhanced operation visibility; More informed decision-making; Improved accountability; Prevents misunderstanding; Faster formulation of contingency plans; Improved accountability. **Following is a snap shot of issues tracking documents on a recent project Transtech s managing.**

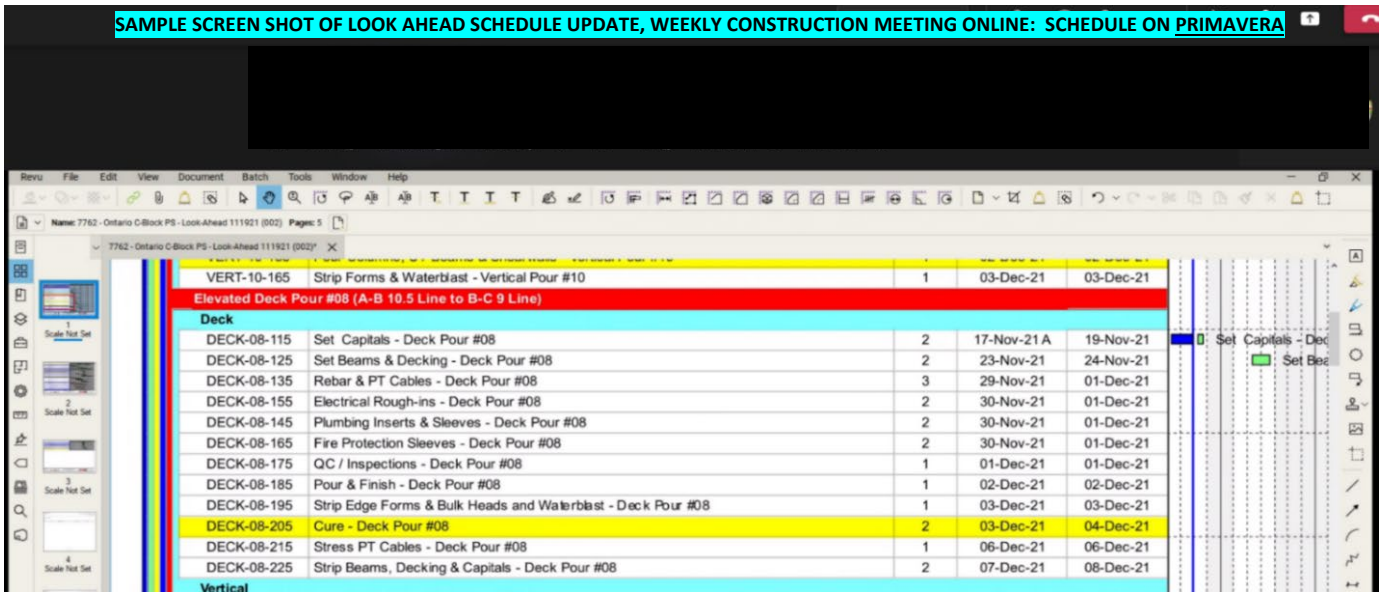
EXAMPLE OF ISSUES TRACKING DOCUMENT - C BLOCK DESIGN-BUILD PARKING STRUCTURE, CITY OF ONTARIO

Issue Number	Open or Closed	Priority	Description	Date Issue Raised	Issues Raised By	Party Responsible for Resolution	Next/Last Acton Taken	As of Date	Date Issue Resolved	File Location (Don't Print this Column)	Hyperlink (Don't Print this Column)
038	Open	Normal	MCC needs to prepare and submit plans to the City Building Division for construction of the new trash enclosure for Wells Fargo.	08/04/2021	CM (Craig Melicher)	MCC (Cameron Moon)	21 08 04: MCC to prepare plans for plan check. D. Beers has already provided a copy of the trash enclosure plans that were used on another recent City	08/03/2021		C:\Users\crmel\Dropbox (Transtech Engineers)\JOBRECRD\2020\201076 ONT PARKING STRUCTURE CM\WIP\120 Changed Work\03 FDs\003 Wells Fargo Trash	Hyperlink turned-off
039	Closed	Normal	A decision needs to be made on whether the upgrade the elevator cabs with stainless steel reveals.	08/07/2021	MCC (Cameron Moon)	ONT (Dan Beers)	21 08 06: C. Moon sent an email asking D. Beers for the preferred choice.	08/06/2021	08/10/2021	C:\Users\crmel\Dropbox (Transtech Engineers)\JOBRECRD\2020\201076 ONT PARKING STRUCTURE CM\WIP\104 Schedules and Action Items\01 Ball in Court\01 BIC Issues\039 Elevator Reveals	Hyperlink turned-off
040	Closed	Normal	Concrete supplier has delivered a 2nd time with concrete that failed to comply with the slump specification.	08/07/2021	CM (Craig Melicher)	MCC (Cameron Moon)	21 08 07: C. Melicher (TRANSTECH) asked C. Moon to confirm with the SEOR what he will really accept in the way of noncompliant slump.	08/07/2021	08/10/2021	C:\Users\crmel\Dropbox (Transtech Engineers)\JOBRECRD\2020\201076 ONT PARKING STRUCTURE CM\WIP\104 Schedules and Action Items\01 Ball in Court\01 BIC Issues\040 Conc Slump	Hyperlink turned-off
041	Closed	Normal	City to identify the location for the two eyeglass style bike racks	08/10/2021	CM (Craig Melicher)	ONT (Dan Beers)	21 08 17: C. Melicher	08/17/2021	08/17/2021		Hyperlink turned-off

The project status and issues are discussed at weekly meetings with involved parties. Following is a screen shot of weekly meeting for the same project.



These weekly meetings also include review of 3-week look-ahead schedule. Following is a screen shot of weekly meeting for the same project discussing 3-week look-ahead schedule.



DUE DILIGENCE ACTIVITIES AND MEASURES:

Following are description of the due diligence activities and measures that maybe considered to avoid/minimize the occurrence/impacts of unforeseen conditions:

- In our view, due diligence is related to, but distinctly different from quality control and/or quality assurance. Due diligence, in this context, is the care and effort during all project phases, from project planning, design thru construction.
- Effective project controls part of the diligence activities, and lead to developing efficient measures and resolutions, and play an important role to keep complex projects on track. They help teams and stakeholders identify emerging risks early, before they become expensive, time-consuming problems. With advance warning, these issues can be mitigated or avoided altogether. Project controls also give the project team the data they need to set realistic expectations, and plan and manage the project with efficiently.
- Also, when an unforeseen condition occurs, it is important to quickly assess the potential impact of such condition on the schedule and project's critical path, and deal with the issue accordingly. For example, an unforeseen condition that may lead to potential delay and delay claims (in addition to direct construction work cost related to the condition), would have high priority, and may require to proceed with the work under specific monitoring of this specific work separately, while the facts and responsibilities are sorted out, and an appropriate change order is finalized.

- Identifying potential construction risks prior to the start of construction can lead to success. During preconstruction, review of construction and contract documents in an effort to identify risks or concerns prior to the start of construction, will minimize the potential of unforeseen conditions..

QUALITY ASSURANCE PROGRAM:
During construction, an effective Quality Assurance Program will ensure the materials and workmanship incorporated into project conform to the requirements of the contract plans and specifications including approved changes. We believe that quality control is the setting of minimum standards and/or quality requirements for the specific project. Quality assurance is the means by which the quality control measures will be monitored and/or enforced. We also believe that quality control and quality assurance measures need to be developed jointly with the client. To effectively establish quality control measures, we must understand the Agency's specific expectations and/or level of desired quality for the specific project. Once the expectations have been defined, and the quality control measures established, the quality assurance measures can be established. A significant part of establishing the quality assurance measures includes the timing of the measure. QC/QA can only be effective when the measures are applied and/or evaluated in a timely manner.

VALUE ENGINEERING:
Depending on a project's size, complexity and the owner's requirements, Value Engineering may also be considered. The Value Engineering may consist of a systematic process of review and analysis of the project during the concept and design phases, by a multi-disciplined team of persons not involved in the project, may include recommendations such as:

- To improve the value and quality of the project.
- To provide the needed functions safely, reliably, and at the lowest overall cost.
- To reduce the time to complete the project.
- To combine or eliminate otherwise inefficient use of costly parts of the original proposed design for the project.

APPROACH AND STRATEGY FOR MANAGING, NEGOTIATING, AND INCORPORATING CHANGES IN PROJECT SCOPE:
Our approach and strategy is structured based on minimizing cost and schedule impacts, while evaluating change orders in a timely, fair and equitable manner.

A number of different factors can influence the development of Change Orders on projects, which can result from either foreseen or unforeseen conditions and may include:

- Design Modifications; Errors and Omissions; Changed Conditions; Additional/Reduced Work Scope; Owner-Directed Schedule Acceleration or Slowdown; Work Sequencing; Adjustments to Unit Pricing; Force Majeure Delays; Added Cost Incentives; Delayed, Denied, or Restricted Access to a Project Site; Inappropriate Rejection of the Contractor's Work; Delays to Owner-Supplied Services and Materials

Our initial evaluation of a change order request incudes various elements:

- Is it already covered in the contract? Is it necessary to complete the work? Impact on the planned work? Will it affect or change the contractor's planned method of performing the work? Will it cause a work-character change? Impact on the contract time? Methods of payment? Are there sufficient contingency funds? If not, can additional funds be obtained soon enough to prevent delays? Impacts on any regulatory conditions, permits, utilities, etc..

Change Order Documentation:

- We prepare the change order in a clear, concise, and explicit manner. A change orders should be easily understood by third parties reviewing it what work was performed without further explanation.

Project Partnering: Based on project's size and complexity, Project Partnering may also be considered:

- Partnering is a relationship between the owner and the contractor, formed in order to effectively complete the contract to the benefit of both parties. Through trust, cooperation and teamwork, the goal is to resolve conflicts at the lowest possible level.

COORDINATION WITH CITY:
Key project team members will attend periodic project progress meetings with City staff throughout the project duration. We will maintain and establish and maintain a close working relationship with City staff. We will manage assigned projects, carefully control costs and resources, and complete assigned work on schedule. We will provide progress reports to the City at regular intervals.

METHODS/PROCEDURES FOR DEVELOPING /PUBLISHING PROJECT STATUS REPORTS/RECORDS:
Project status reporting is another area where the solution should be tailored to the size and scope of the project being managed and the actual reporting product anticipated by the City. In addition to the size and scope of the project, the actual point in time of the project matters. For example, project status reporting for a design building project that is currently preparing bridging documents will be significantly different from the report that would be prepared once construction has commenced.

CONTRACT ADMINISTRATION APPROACH (CALTRANS LAPM) FOR FEDERALLY FUNDED PROJECTS (Primarily Transportation/Infrastructure Projects):
For construction contract administration, we follow guidelines similar to described in Caltrans Local Assistance Procedures Manual (LAPM). Maintaining complete and accurate files is an important aspect of managing federally funded projects. Generally, whenever the local agency is unable to produce requested data or information, it is assumed by reviewing personnel that the required actions were either never performed or not properly recorded. Organized project files can minimize these negative assumptions. Organization and content of the project file is one indicator of effective and efficient management of the project by the resident engineer.

ADDITIONAL INFORMATION REGARDING DB DELIVERY APPROACH:

Transtech has extensive experience in managing DB Projects in compliance with CA Public Contract Code, CHAPTER 4. Local Agency Design-Build Projects. (CAPCC, CHAPTER 4. Local Agency Design-Build Projects [22160 - 22169])

Design-Build ('DB')
Design-build contracts combine professional design services and construction services into a single contract with the owner. The owner selects the successful DB-team based on *performance specifications* (also referred to as *bridging documents*). The performance specifications define what is owed by the DB-team to the owner.

Benefits of Design-Build:
- Greater flexibility in the contract award process.
- A single point of accountability (eliminates finger-pointing between designer and contractor).
- Higher quality construction work.
- Fewer change orders.
- Fewer claims.
- Faster project completion.
- Lower project cost.
- Greater cost certainty.
- More opportunity for innovation.

Sample Work Tasks for a DB Project:
Following is a sample of work tasks for a DB Project:

SERVICES DURING SELECTION OF THE DESIGN-BUILD TEAM
Services provided during selection of the successful design-build team specifically include but are not limited to the following:
- Preparation of the Request for Pre-Qualifications ('RFPQ') Package required by the CPCC to prequalify potential design-build teams.
- RFPQ review and evaluation assistance.
- Assistance during preparation of the bridging documents.
  - *Bridging Architect – Option 1: City may select an architect for the bridging documents from its on-call list.*
  - *Bridging Architect – Option 2: City may Assign this task to Transtech and Transtech will bring bridging architect under its contact.*
- Assistance during the City's entitlement process.
- Preparation of the RFP for design-build services (issued to the pre-qualified potential design-build teams).
- Assistance to the City during RFP preparation by the design-build teams.
- RFP review and evaluation assistance (including potential interview and selection of the successful design-build team).
- Award of Contract assistance to the successful design-build team.

SERVICES DURING DESIGN

Project Management services provided during design development and construction document preparation specifically include but are not limited to the following:

- Overall project coordination between City [as Owner], City [as Authority Having Jurisdiction ('AHJ')], the successful design build team, utility purveyors, and other vested stakeholders.
- Project performance review, specifically including cost and schedule monitoring. This task specifically assumes that the design team will be required to design to the budget.
- Assistance with payment processing.
- Assistance with utility coordination.
- Coordination and approval monitoring from all AHJs having jurisdiction over any portion of this project.
- Attendance as Owner's Representative at design related meetings.
- Monitoring and filing of all Project Record Documents developed during design.
- Review the plans for conformance with the requirements of the City's RFP and the Contract Documents where not directly related to code compliance. (Transtech assumes that all AHJ services will be provided by others, but Transtech will identify observed deficiencies where appropriate during develop of the design documents.)
  - *Plan Check – Option 1: City may perform Building and Engineering Plan Check in-house.*
  - *Plan Check – Option 2: City may assign this task to Transtech and Transtech will perform building and engineering plan check.*
- Coordination assistance between DB team and City during City review as AHJ. This scope includes both plan review and approval, and permit issuance.
- Assistance during scoping, selection, and contract award for special inspection services.
- Request for Information ('RFI') coordination between DB team, the City (as Owner), the City (as AHJ), and identified stakeholders.

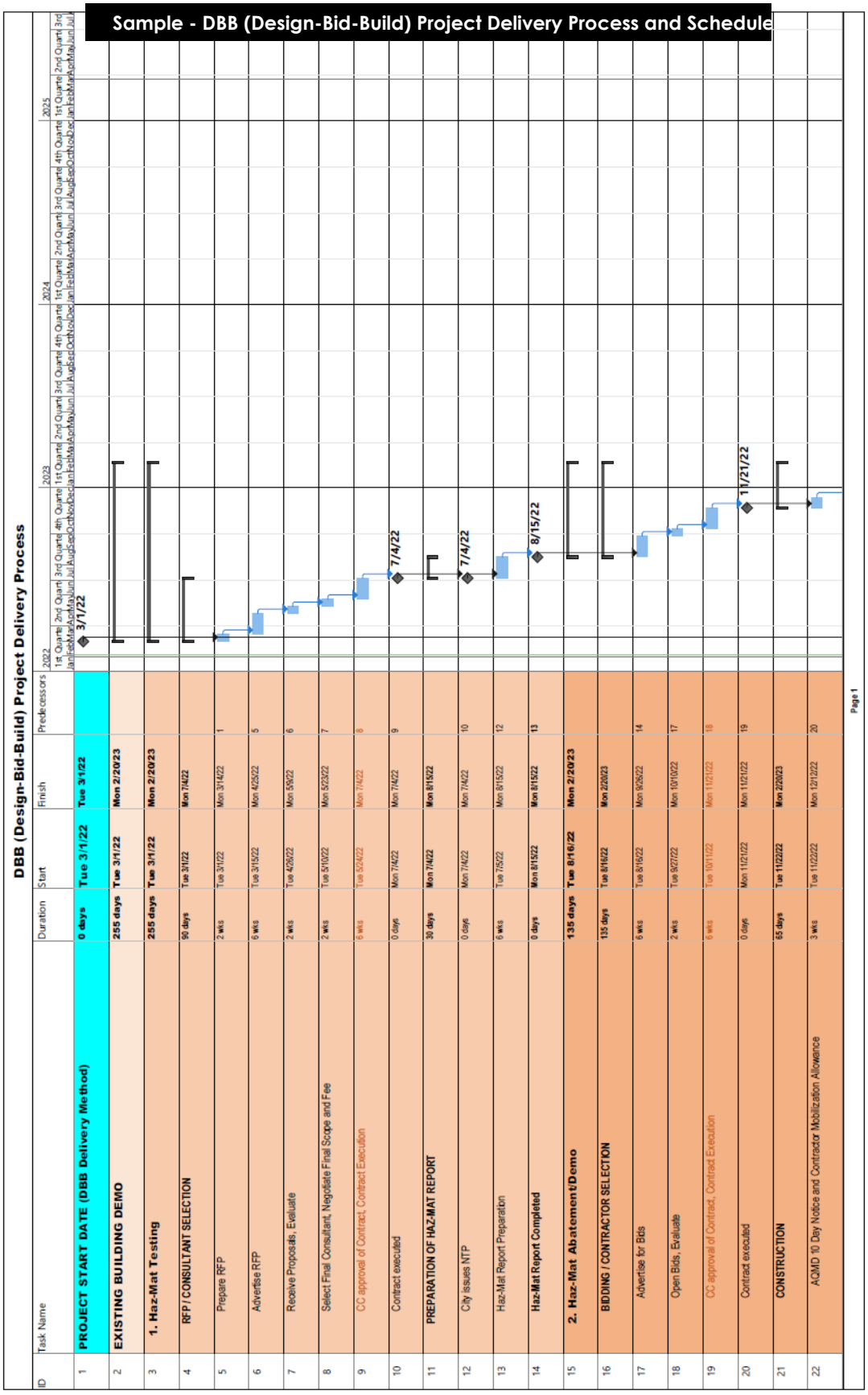
SERVICES DURING CONSTRUCTION

Construction Management services provided during construction specifically include but are not limited to the following:

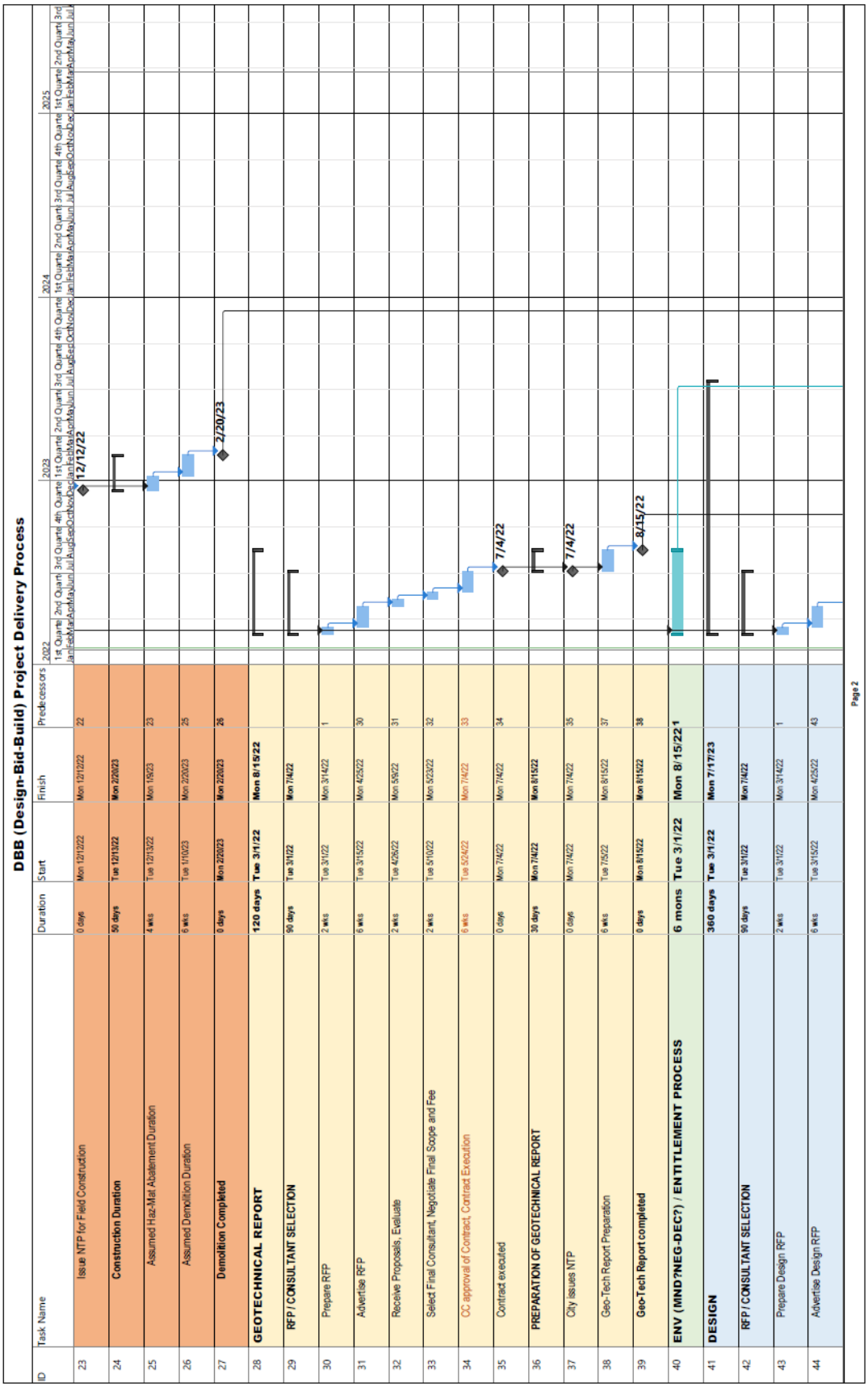
- Overall construction coordination between City (as Owner), City (as AHJ), the DB team, utility purveyors, and other vested stakeholders.
- Project performance review, specifically including cost and schedule monitoring.
- Assistance with payment processing.
- Assistance with utility coordination and issues involving closure and/or use of public right of way.
- Coordination and approval monitoring from all AHJs having jurisdiction over any portion of this project.
- Attendance as Owner's Representative at construction related meetings.
- Monitoring and filing of all Project Record Documents developed during construction.
- Assistance with special inspection and testing services and coordination of special inspection and testing efforts during construction. These services will be provided by a separate consultant under a separate contract to the City, but will be managed by Transtech.
- Transtech will monitor the construction for conformance with the requirements of the City's RFP and the Contract Documents where not directly related to code compliance.
  Note: It is assumed 'Authority Having Jurisdiction' ('AHJ') services are provided by various City Departments and/or Divisions or other City forces, which would include processing, plan review, permit issuance, and inspection by Building and Safety, Public Works, Engineering, and Planning. However, as an option, Transtech can also perform plan review and inspection as an extension of AHJ.

FOLLOWING ARE FEW SAMPLE SCHEDULES FOR DB AND DBB DELIVERY METHODS, AND DIFFERENT TYPES OF PROJECTS:

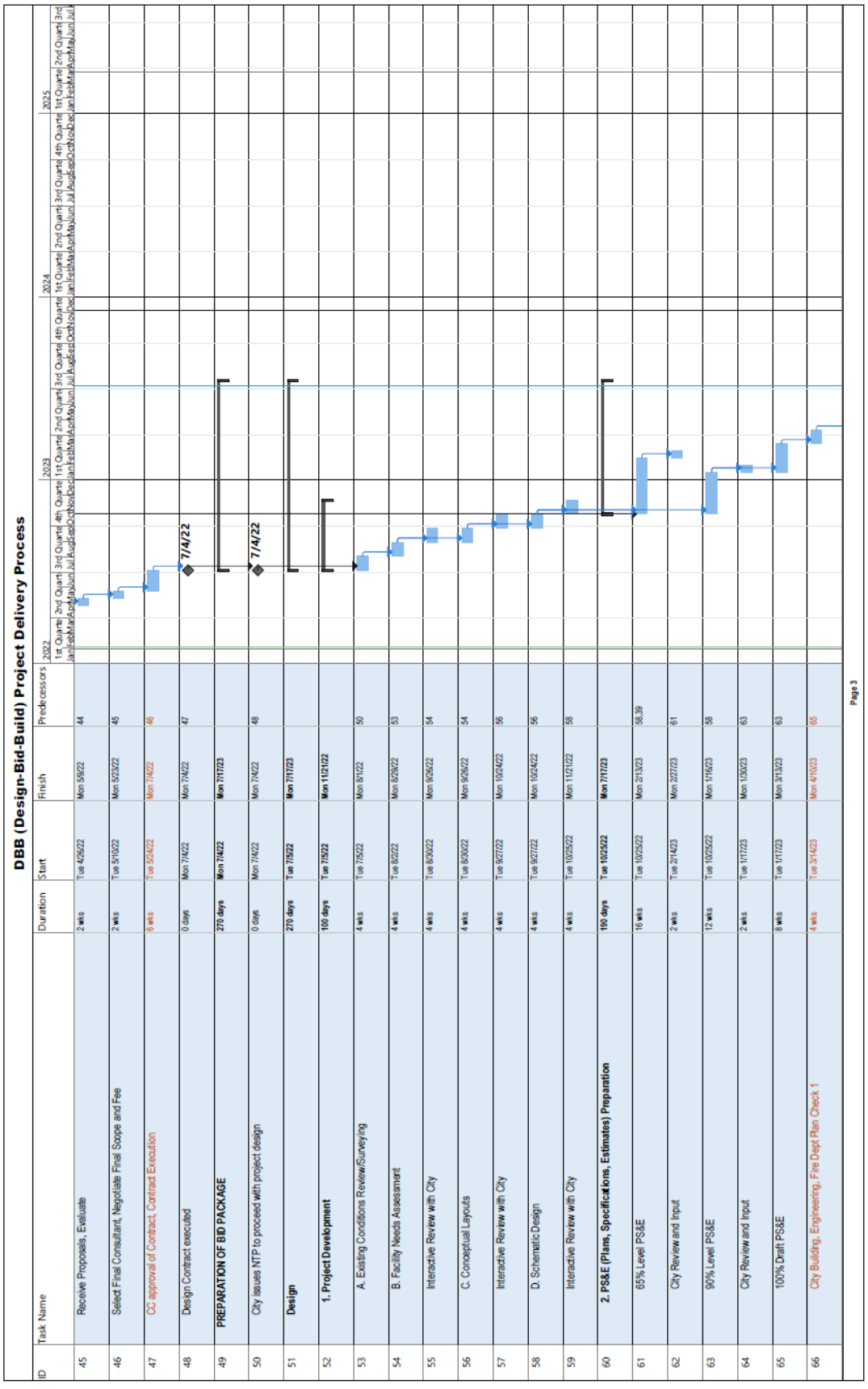
Sample - DBB (Design-Bid-Build) Project Delivery Process and Schedule



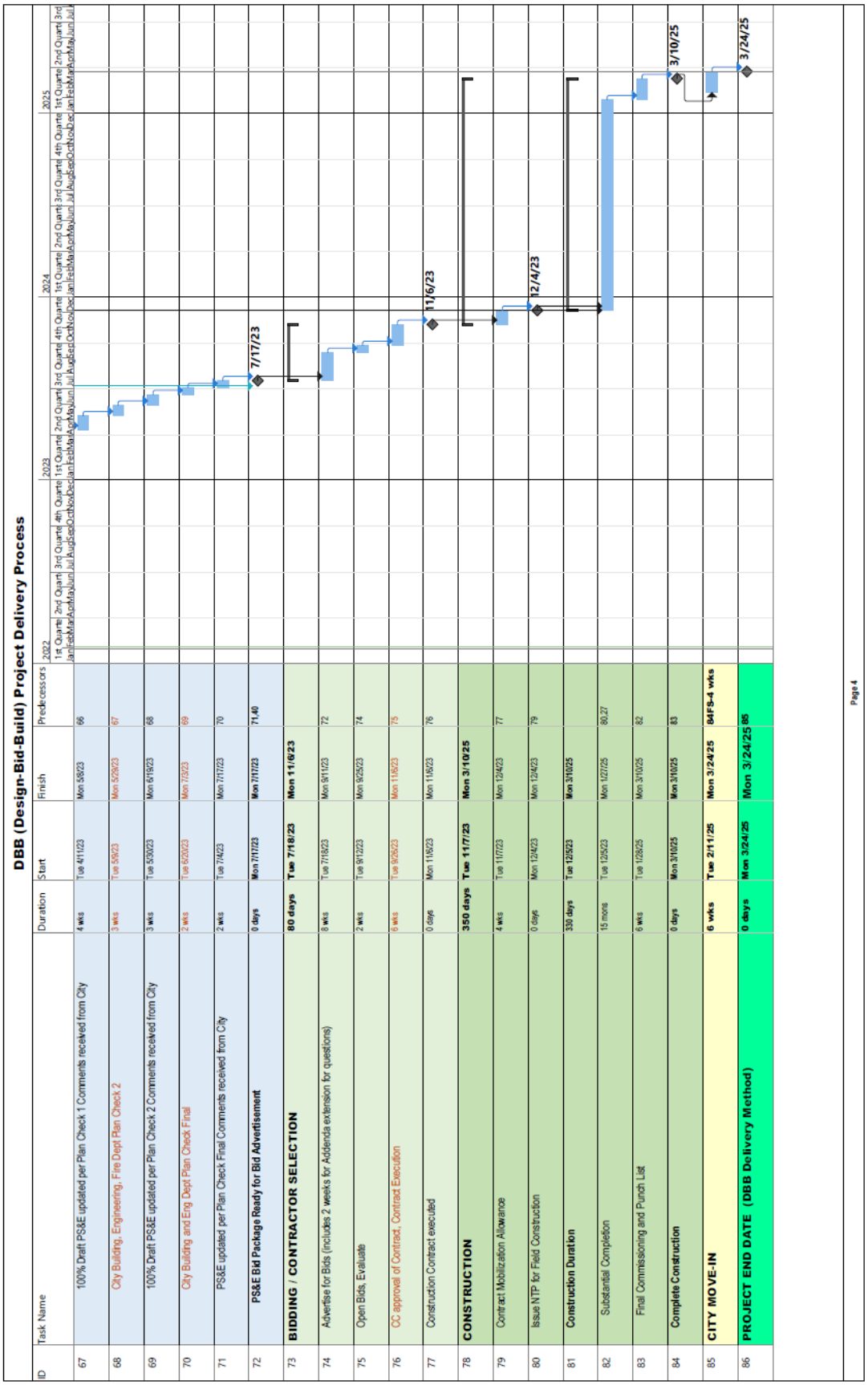
ID	Task Name	Duration	Start	Finish	Predecessors
1	**PROJECT START DATE (DBB Delivery Method)**	**0 days**	**Tue 3/1/22**	**Tue 3/1/22**	
2	**EXISTING BUILDING DEMO**	**255 days**	**Tue 3/1/22**	**Mon 2/20/23**	
3	**1. Haz-Mat Testing**	**255 days**	**Tue 3/1/22**	**Mon 2/20/23**	
4	RFP / CONSULTANT SELECTION	90 days	Tue 3/1/22	Mon 7/4/22	
5	Prepare RFP	2 wks	Tue 3/1/22	Mon 3/14/22	1
6	Advertise RFP	6 wks	Tue 3/15/22	Mon 4/25/22	5
7	Receive Proposals, Evaluate	2 wks	Tue 4/26/22	Mon 5/9/22	6
8	Select Final Consultant, Negotiate Final Scope and Fee	2 wks	Tue 5/10/22	Mon 5/23/22	7
9	CC approval of Contract, Contract Execution	6 wks	Tue 5/24/22	Mon 7/4/22	8
10	Contract executed	0 days	Mon 7/4/22	Mon 7/4/22	9
11	PREPARATION OF HAZ-MAT REPORT	30 days	Mon 7/4/22	Mon 8/15/22	
12	City issues NTP	0 days	Mon 7/4/22	Mon 7/4/22	10
13	Haz-Mat Report Preparation	6 wks	Tue 7/5/22	Mon 8/15/22	12
14	Haz-Mat Report Completed	0 days	Mon 8/15/22	Mon 8/15/22	13
15	**2. Haz-Mat Abatement/Demo**	**135 days**	**Tue 8/16/22**	**Mon 2/20/23**	
16	BIDDING / CONTRACTOR SELECTION	135 days	Tue 8/16/22	Mon 2/20/23	
17	Advertise for Bids	6 wks	Tue 8/16/22	Mon 9/26/22	14
18	Open Bids, Evaluate	2 wks	Tue 9/27/22	Mon 10/10/22	17
19	CC approval of Contract, Contract Execution	6 wks	Tue 10/11/22	Mon 11/21/22	18
20	Contract executed	0 days	Mon 11/21/22	Mon 11/21/22	19
21	CONSTRUCTION	65 days	Tue 11/22/22	Mon 2/20/23	
22	AQMD 10 Day Notice and Contractor Mobilization Allowance	3 wks	Tue 11/22/22	Mon 12/12/22	20



ID	Task Name	Duration	Start	Finish	Predecessors
23	Issue NTP for Field Construction	0 days	Mon 12/12/22	Mon 12/12/22	22
24	**Construction Duration**	**50 days**	**Tue 12/13/22**	**Mon 2/20/23**	
25	Assumed Haz-Mat Abatement Duration	4 wks	Tue 12/13/22	Mon 1/9/23	23
26	Assumed Demolition Duration	6 wks	Tue 1/10/23	Mon 2/20/23	25
27	**Demolition Completed**	**0 days**	**Mon 2/20/23**	**Mon 2/20/23**	**26**
28	**GEOTECHNICAL REPORT**	**120 days**	**Tue 3/1/22**	**Mon 8/15/22**	
29	**RFP / CONSULTANT SELECTION**	**90 days**	**Tue 3/1/22**	**Mon 7/4/22**	
30	Prepare RFP	2 wks	Tue 3/1/22	Mon 3/14/22	1
31	Advertise RFP	6 wks	Tue 3/15/22	Mon 4/25/22	30
32	Receive Proposals, Evaluate	2 wks	Tue 4/26/22	Mon 5/9/22	31
33	Select Final Consultant, Negotiate Final Scope and Fee	2 wks	Tue 5/10/22	Mon 5/23/22	32
34	CC approval of Contract, Contract Execution	6 wks	Tue 5/24/22	Mon 7/4/22	33
35	Contract executed	0 days	Mon 7/4/22	Mon 7/4/22	34
36	**PREPARATION OF GEOTECHNICAL REPORT**	**30 days**	**Mon 7/4/22**	**Mon 8/15/22**	
37	City issues NTP	0 days	Mon 7/4/22	Mon 7/4/22	35
38	Geo-Tech Report Preparation	6 wks	Tue 7/5/22	Mon 8/15/22	37
39	**Geo-Tech Report completed**	**0 days**	**Mon 8/15/22**	**Mon 8/15/22**	**38**
40	**ENV (MND?NEG-DEC?) / ENTITLEMENT PROCESS**	**6 mons**	**Tue 3/1/22**	**Mon 8/15/22[1]**	
41	**DESIGN**	**360 days**	**Tue 3/1/22**	**Mon 7/17/23**	
42	**RFP / CONSULTANT SELECTION**	**90 days**	**Tue 3/1/22**	**Mon 7/4/22**	
43	Prepare Design RFP	2 wks	Tue 3/1/22	Mon 3/14/22	1
44	Advertise Design RFP	6 wks	Tue 3/15/22	Mon 4/25/22	43

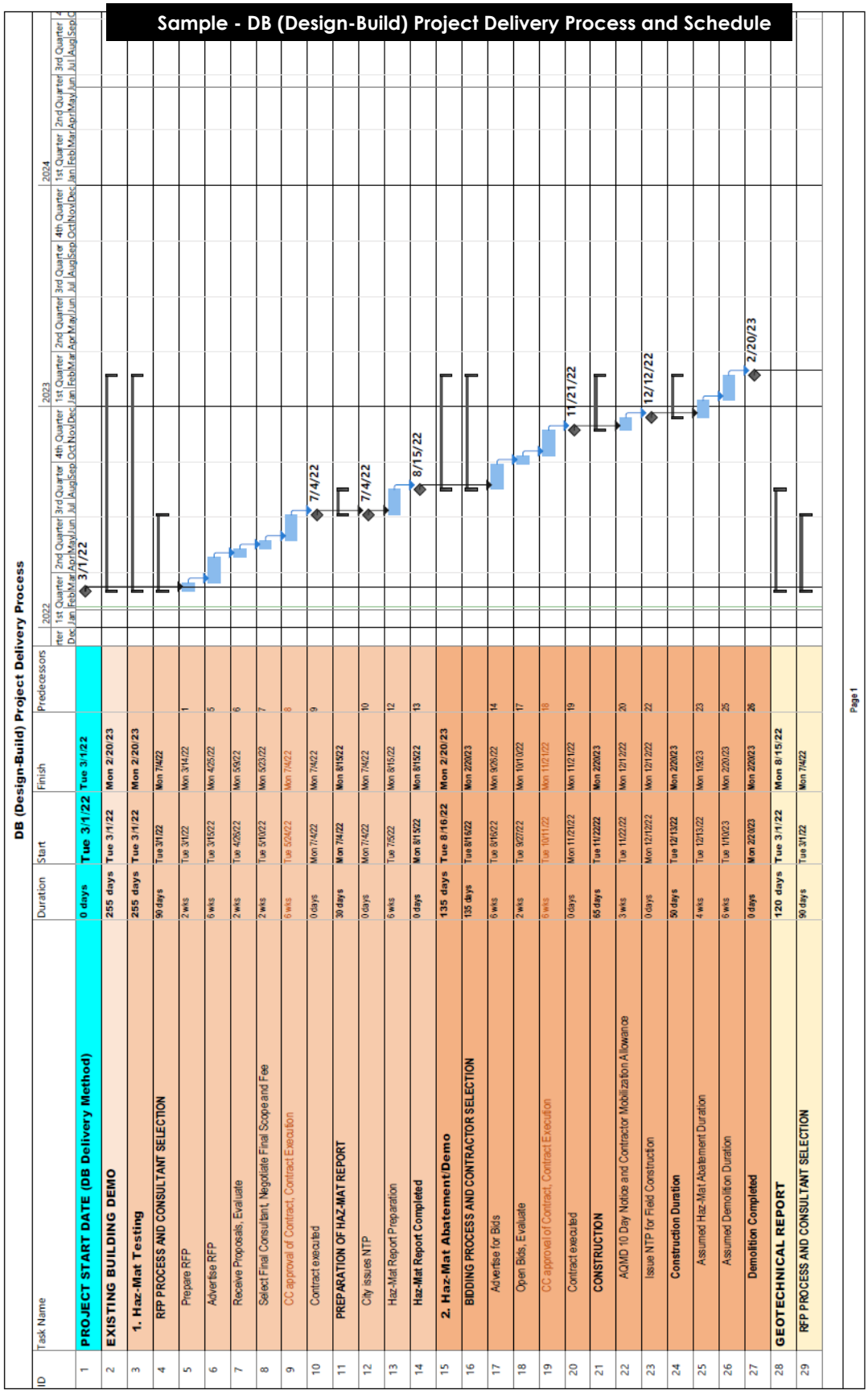


ID	Task Name	Duration	Start	Finish	Predecessors
45	Receive Proposals, Evaluate	2 wks	Tue 4/26/22	Mon 5/9/22	44
46	Select Final Consultant, Negotiate Final Scope and Fee	2 wks	Tue 5/10/22	Mon 5/23/22	45
47	CC approval of Contract, Contract Execution	6 wks	Tue 5/24/22	Mon 7/4/22	46
48	Design Contract executed	0 days	Mon 7/4/22	Mon 7/4/22	47
49	**PREPARATION OF BID PACKAGE**	270 days	Mon 7/4/22	Mon 7/17/23	
50	City issues NTP to proceed with project design	0 days	Mon 7/4/22	Mon 7/4/22	48
51	**Design**	270 days	Tue 7/5/22	Mon 7/17/23	
52	**1. Project Development**	100 days	Tue 7/5/22	Mon 11/21/22	
53	A. Existing Conditions Review/Surveying	4 wks	Tue 7/5/22	Mon 8/1/22	50
54	B. Facility Needs Assessment	4 wks	Tue 8/2/22	Mon 8/29/22	53
55	Interactive Review with City	4 wks	Tue 8/30/22	Mon 9/26/22	54
56	C. Conceptual Layouts	4 wks	Tue 8/30/22	Mon 9/26/22	54
57	Interactive Review with City	4 wks	Tue 9/27/22	Mon 10/24/22	56
58	D. Schematic Design	4 wks	Tue 9/27/22	Mon 10/24/22	56
59	Interactive Review with City	4 wks	Tue 10/25/22	Mon 11/21/22	58
60	**2. PS&E (Plans, Specifications, Estimates) Preparation**	160 days	Tue 10/25/22	Mon 7/17/23	
61	65% Level PS&E	16 wks	Tue 10/25/22	Mon 2/13/23	58,59
62	City Review and Input	2 wks	Tue 2/14/23	Mon 2/27/23	61
63	90% Level PS&E	12 wks	Tue 10/25/22	Mon 1/16/23	58
64	City Review and Input	2 wks	Tue 1/17/23	Mon 1/30/23	63
65	100% Draft PS&E	8 wks	Tue 1/17/23	Mon 3/13/23	63
66	City Building, Engineering, Fire Dept Plan Check 1	4 wks	Tue 3/14/23	Mon 4/10/23	65



ID	Task Name	Duration	Start	Finish	Predecessors
67	100% Draft PS&E updated per Plan Check 1 Comments received from City	4 wks	Tue 4/11/23	Mon 5/8/23	66
68	City Building, Engineering, Fire Dept Plan Check 2	3 wks	Tue 5/9/23	Mon 5/29/23	67
69	100% Draft PS&E updated per Plan Check 2 Comments received from City	3 wks	Tue 5/30/23	Mon 6/19/23	68
70	City Building and Eng Dept Plan Check Final	2 wks	Tue 6/20/23	Mon 7/3/23	69
71	PS&E updated per Plan Check Final Comments received from City	2 wks	Tue 7/4/23	Mon 7/17/23	70
72	**PS&E Bid Package Ready for Bid Advertisement**	0 days	Mon 7/17/23	Mon 7/17/23	71,40
73	**BIDDING / CONTRACTOR SELECTION**	**80 days**	**Tue 7/18/23**	**Mon 11/6/23**	
74	Advertise for Bids (includes 2 weeks for Addenda extension for questions)	8 wks	Tue 7/18/23	Mon 9/11/23	72
75	Open Bids, Evaluate	2 wks	Tue 9/12/23	Mon 9/25/23	74
76	CO approval of Contract, Contract Execution	6 wks	Tue 9/26/23	Mon 11/6/23	75
77	Construction Contract executed	0 days	Mon 11/6/23	Mon 11/6/23	76
78	**CONSTRUCTION**	**350 days**	**Tue 11/7/23**	**Mon 3/10/25**	
79	Contract Mobilization Allowance	4 wks	Tue 11/7/23	Mon 12/4/23	77
80	Issue NTP for Field Construction	0 days	Mon 12/4/23	Mon 12/4/23	79
81	**Construction Duration**	330 days	Tue 12/5/23	Mon 3/10/25	
82	Substantial Completion	15 mons	Tue 12/5/23	Mon 1/27/25	80,27
83	Final Commissioning and Punch List	6 wks	Tue 1/28/25	Mon 3/10/25	82
84	**Complete Construction**	0 days	Mon 3/10/25	Mon 3/10/25	83
85	**CITY MOVE-IN**	**6 wks**	**Tue 2/11/25**	**Mon 3/24/25**	**84FS-4 wks**
86	**PROJECT END DATE (DBB Delivery Method)**	0 days	Mon 3/24/25	Mon 3/24/25	85

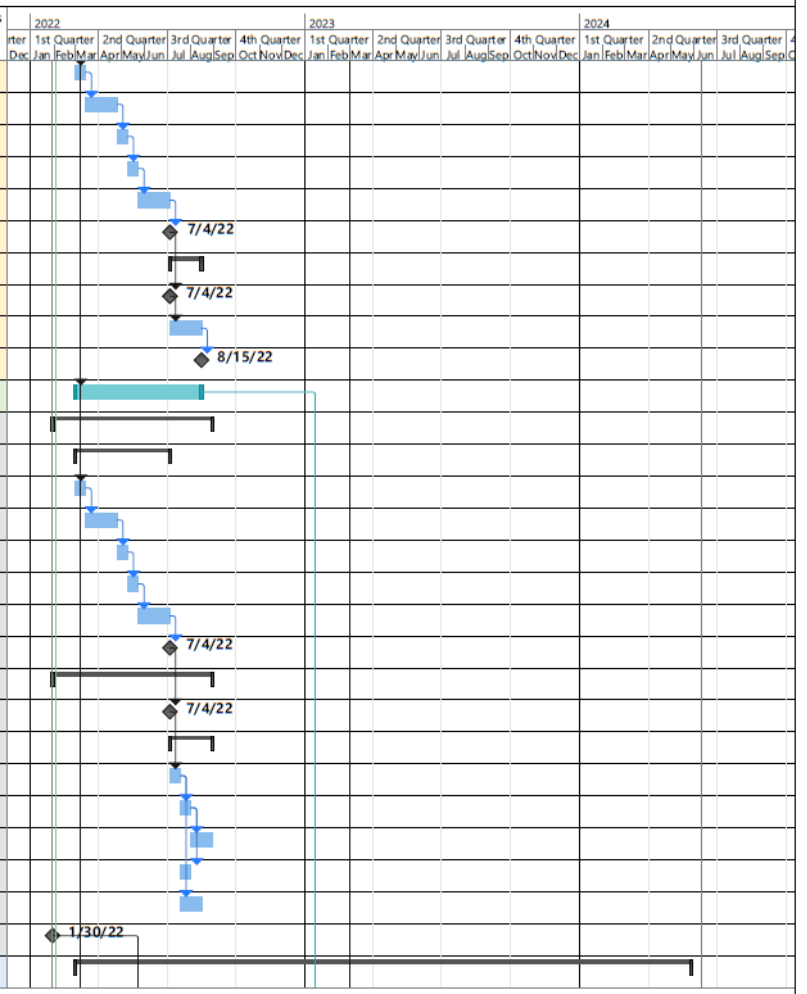
Sample - DB (Design-Build) Project Delivery Process and Schedule



ID	Task Name	Duration	Start	Finish	Predecessors
1	**PROJECT START DATE (DB Delivery Method)**	**0 days**	**Tue 3/1/22**	**Tue 3/1/22**	
2	**EXISTING BUILDING DEMO**	255 days	Tue 3/1/22	Mon 2/20/23	
3	**1. Haz-Mat Testing**	255 days	Tue 3/1/22	Mon 2/20/23	
4	RFP PROCESS AND CONSULTANT SELECTION	90 days	Tue 3/1/22	Mon 7/4/22	
5	Prepare RFP	2 wks	Tue 3/1/22	Mon 3/14/22	1
6	Advertise RFP	6 wks	Tue 3/15/22	Mon 4/25/22	5
7	Receive Proposals, Evaluate	2 wks	Tue 4/26/22	Mon 5/9/22	6
8	Select Final Consultant, Negotiate Final Scope and Fee	2 wks	Tue 5/10/22	Mon 5/23/22	7
9	CC approval of Contract, Contract Execution	6 wks	Tue 5/24/22	Mon 7/4/22	8
10	Contract executed	0 days	Mon 7/4/22	Mon 7/4/22	9
11	PREPARATION OF HAZ-MAT REPORT	30 days	Mon 7/4/22	Mon 8/15/22	
12	City issues NTP	0 days	Mon 7/4/22	Mon 7/4/22	10
13	Haz-Mat Report Preparation	6 wks	Tue 7/5/22	Mon 8/15/22	12
14	**Haz-Mat Report Completed**	0 days	Mon 8/15/22	Mon 8/15/22	13
15	**2. Haz-Mat Abatement/Demo**	135 days	Tue 8/16/22	Mon 2/20/23	
16	BIDDING PROCESS AND CONTRACTOR SELECTION	135 days	Tue 8/16/22	Mon 2/20/23	
17	Advertise for Bids	6 wks	Tue 8/16/22	Mon 9/26/22	14
18	Open Bids, Evaluate	2 wks	Tue 9/27/22	Mon 10/10/22	17
19	CC approval of Contract, Contract Execution	6 wks	Tue 10/11/22	Mon 11/21/22	18
20	Contract executed	0 days	Mon 11/21/22	Mon 11/21/22	19
21	CONSTRUCTION	65 days	Tue 11/22/22	Mon 2/20/23	
22	AQMD 10 Day Notice and Contractor Mobilization Allowance	3 wks	Tue 11/22/22	Mon 12/12/22	20
23	Issue NTP for Field Construction	0 days	Mon 12/12/22	Mon 12/12/22	22
24	Construction Duration	50 days	Tue 12/13/22	Mon 2/20/23	
25	Assumed Haz-Mat Abatement Duration	4 wks	Tue 12/13/22	Mon 1/9/23	23
26	Assumed Demolition Duration	6 wks	Tue 1/10/23	Mon 2/20/23	25
27	**Demolition Completed**	0 days	Mon 2/20/23	Mon 2/20/23	26
28	**GEOTECHNICAL REPORT**	120 days	Tue 3/1/22	Mon 8/15/22	
29	RFP PROCESS AND CONSULTANT SELECTION	90 days	Tue 3/1/22	Mon 7/4/22	

DB (Design-Build) Project Delivery Process

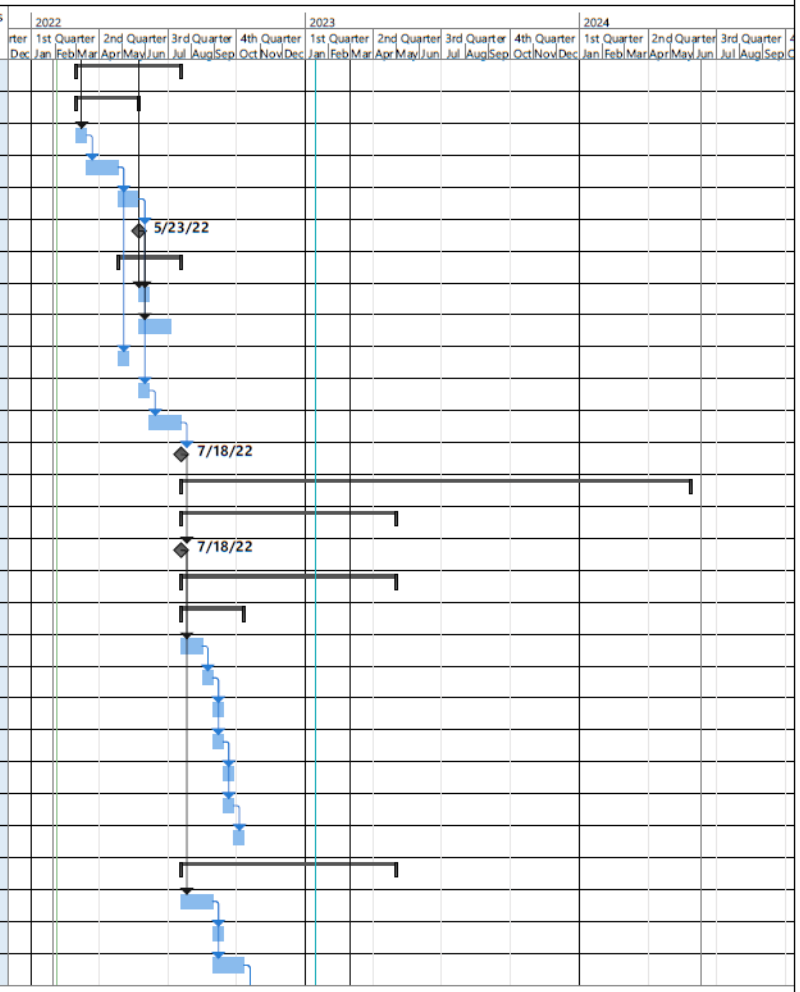
ID	Task Name	Duration	Start	Finish	Predecessors
30	Prepare RFP	2 wks	Tue 3/1/22	Mon 3/14/22	1
31	Advertise RFP	6 wks	Tue 3/15/22	Mon 4/25/22	30
32	Receive Proposals, Evaluate	2 wks	Tue 4/26/22	Mon 5/9/22	31
33	Select Final Consultant, Negotiate Final Scope and Fee	2 wks	Tue 5/10/22	Mon 5/23/22	32
34	CC approval of Contract, Contract Execution	6 wks	Tue 5/24/22	Mon 7/4/22	33
35	Contract executed	0 days	Mon 7/4/22	Mon 7/4/22	34
36	**PREPARATION OF GEOTECHNICAL REPORT**	**30 days**	**Mon 7/4/22**	**Mon 8/15/22**	
37	City issues NTP	0 days	Mon 7/4/22	Mon 7/4/22	35
38	Geo-Tech Report Preparation	6 wks	Tue 7/5/22	Mon 8/15/22	37
39	**Geo-Tech Report completed**	**0 days**	**Mon 8/15/22**	**Mon 8/15/22**	38
40	**ENV (MND?NEG-DEC?) / ENTITLEMENT PROCESS**	**6 mons**	**Tue 3/1/22**	**Mon 8/15/22**	1
41	**DB BRIDGING DOCUMENTS**	**151 days**	**Sun 1/30/22**	**Mon 8/29/22**	
42	**RFP PROCESS AND CONSULTANT SELECTION**	**90 days**	**Tue 3/1/22**	**Mon 7/4/22**	
43	Prepare RFP	2 wks	Tue 3/1/22	Mon 3/14/22	1
44	Advertise RFP	6 wks	Tue 3/15/22	Mon 4/25/22	43
45	Receive Proposals, Evaluate	2 wks	Tue 4/26/22	Mon 5/9/22	44
46	Select Final Consultant, Negotiate Final Scope and Fee	2 wks	Tue 5/10/22	Mon 5/23/22	45
47	CC approval of Contract, Contract Execution	6 wks	Tue 5/24/22	Mon 7/4/22	46
48	Contract executed	0 days	Mon 7/4/22	Mon 7/4/22	47
49	**PREPARATION OF DB BRIDGING DOCUMENTS**	**151 days**	**Sun 1/30/22**	**Mon 8/29/22**	
50	City issues NTP	0 days	Mon 7/4/22	Mon 7/4/22	48
51	DB Bridging Documents Preparation	40 days	Tue 7/5/22	Mon 8/29/22	
52	A. Establish Facility Space/Use Program	2 wks	Tue 7/5/22	Mon 7/18/22	50
53	Interactive Review with City	2 wks	Tue 7/19/22	Mon 8/1/22	52
54	B. Prepare DB Bridging Level Floor Plan Layouts, Façade Renderings	4 wks	Tue 8/2/22	Mon 8/29/22	53
55	Interactive Review with City	2 wks	Tue 7/19/22	Mon 8/1/22	53FS-2 wks
56	D. Prepare DB Bridging Documents	4 wks	Tue 7/19/22	Mon 8/15/22	52
57	**DB Bridging Documents Completed**	**0 days**	**Sun 1/30/22**	**Sun 1/30/22**	
58	**DB PROJECT DELIVERY**	**585 days**	**Tue 3/1/22**	**Mon 5/27/24**	



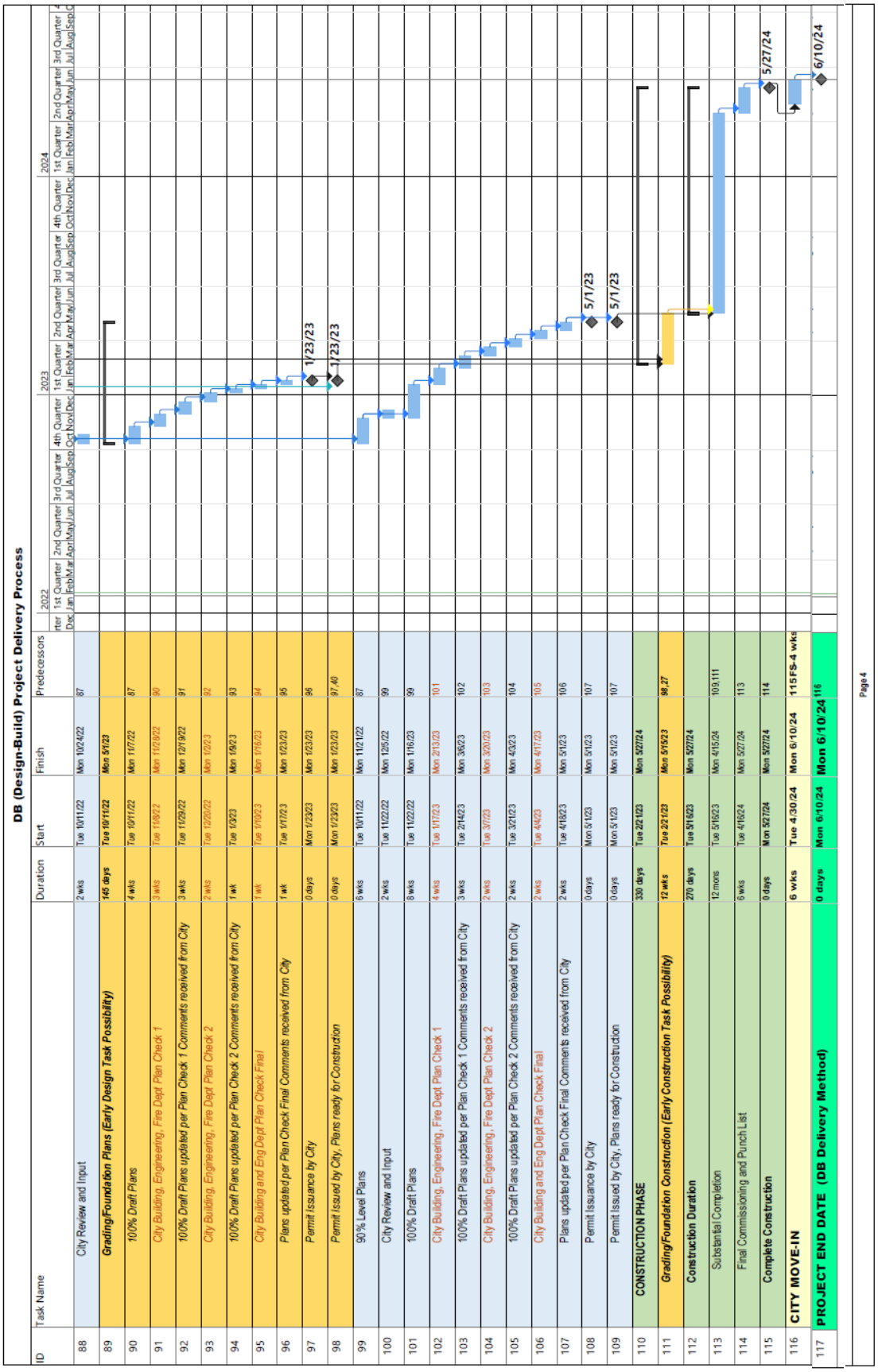
Page 2

DB (Design-Build) Project Delivery Process

ID	Task Name	Duration	Start	Finish	Predecessors
59	**1. DB Entity Selection Process**	**100 days**	**Tue 3/1/22**	**Mon 7/18/22**	
60	**DB ENTITY PRE-QUALIFYING**	**60 days**	**Tue 3/1/22**	**Mon 5/23/22**	
61	Prepare Pre-Qualifications RFQ	2 wks	Tue 3/1/22	Mon 3/14/22	1
62	Advertise RFQ	6 wks	Tue 3/15/22	Mon 4/25/22	61
63	Receive RFQs, Evaluate, Establish Pre-Qualified DB Entity List	4 wks	Tue 4/26/22	Mon 5/23/22	62
64	Pre-Qualified DB Entity List Established	0 days	Mon 5/23/22	Mon 5/23/22	63
65	**DB ENTITY SELECTION**	**60 days**	**Tue 4/26/22**	**Mon 7/18/22**	
66	Prepare RFP	2 wks	Tue 5/24/22	Mon 6/6/22	64,57
67	Advertise RFP (RFP is issued to Pre-Qualified DB Entities only)	6 wks	Tue 5/24/22	Mon 7/4/22	64
68	Receive RFPs, Evaluate	2 wks	Tue 4/26/22	Mon 5/9/22	62
69	Select Final DB Entity, Negotiate Final Scope and Fee	2 wks	Tue 5/24/22	Mon 6/6/22	63
70	CC approval of Contract, Contract Execution	6 wks	Tue 6/7/22	Mon 7/18/22	69
71	DB Entity Contract executed	0 days	Mon 7/18/22	Mon 7/18/22	70
72	**2. DB Entity Scope of Work**	**485 days**	**Mon 7/18/22**	**Mon 5/27/24**	
73	**DESIGN PHASE**	**205 days**	**Mon 7/18/22**	**Mon 5/1/23**	
74	City issues NTP to proceed with project design	0 days	Mon 7/18/22	Mon 7/18/22	71
75	**Design**	**205 days**	**Tue 7/19/22**	**Mon 5/1/23**	
76	**1. Project Development**	**60 days**	**Tue 7/19/22**	**Mon 10/10/22**	
77	A. Existing Conditions Review/Surveying	4 wks	Tue 7/19/22	Mon 8/15/22	74
78	B. Facility Layout	2 wks	Tue 8/16/22	Mon 8/29/22	77
79	Interactive Review with City	2 wks	Tue 8/30/22	Mon 9/12/22	78
80	C. Conceptual Layouts	2 wks	Tue 8/30/22	Mon 9/12/22	78
81	Interactive Review with City	2 wks	Tue 9/13/22	Mon 9/26/22	80
82	D. Schematic Design	2 wks	Tue 9/13/22	Mon 9/26/22	80
83	Interactive Review with City	2 wks	Tue 9/27/22	Mon 10/10/22	82
84	**2. Construction Plans Preparation**	**205 days**	**Tue 7/19/22**	**Mon 5/1/23**	
85	35% Level PS&E	6 wks	Tue 7/19/22	Mon 8/29/22	74
86	City Review and Input	2 wks	Tue 8/30/22	Mon 9/12/22	85
87	65% Level PS&E	6 wks	Tue 8/30/22	Mon 10/10/22	85

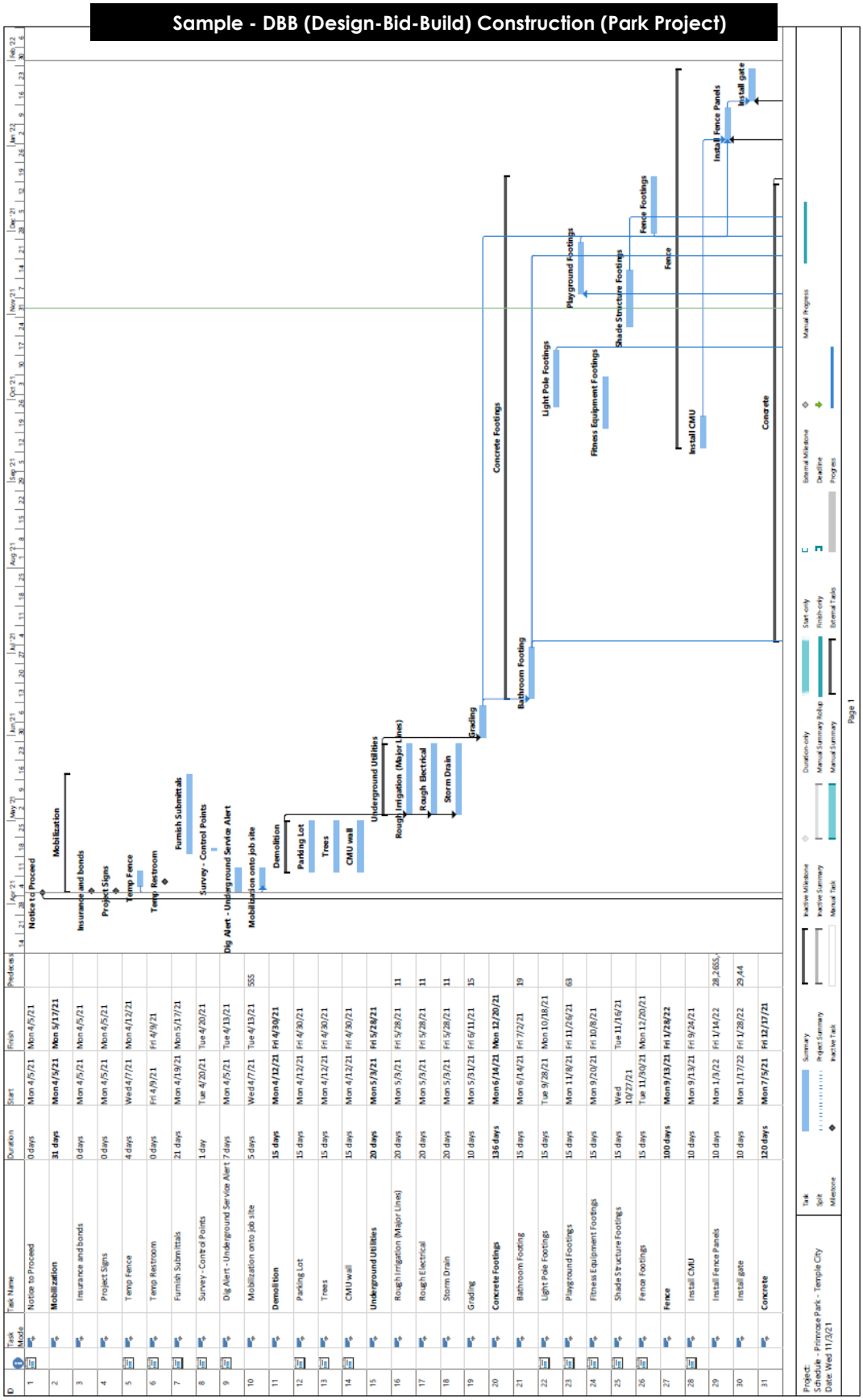


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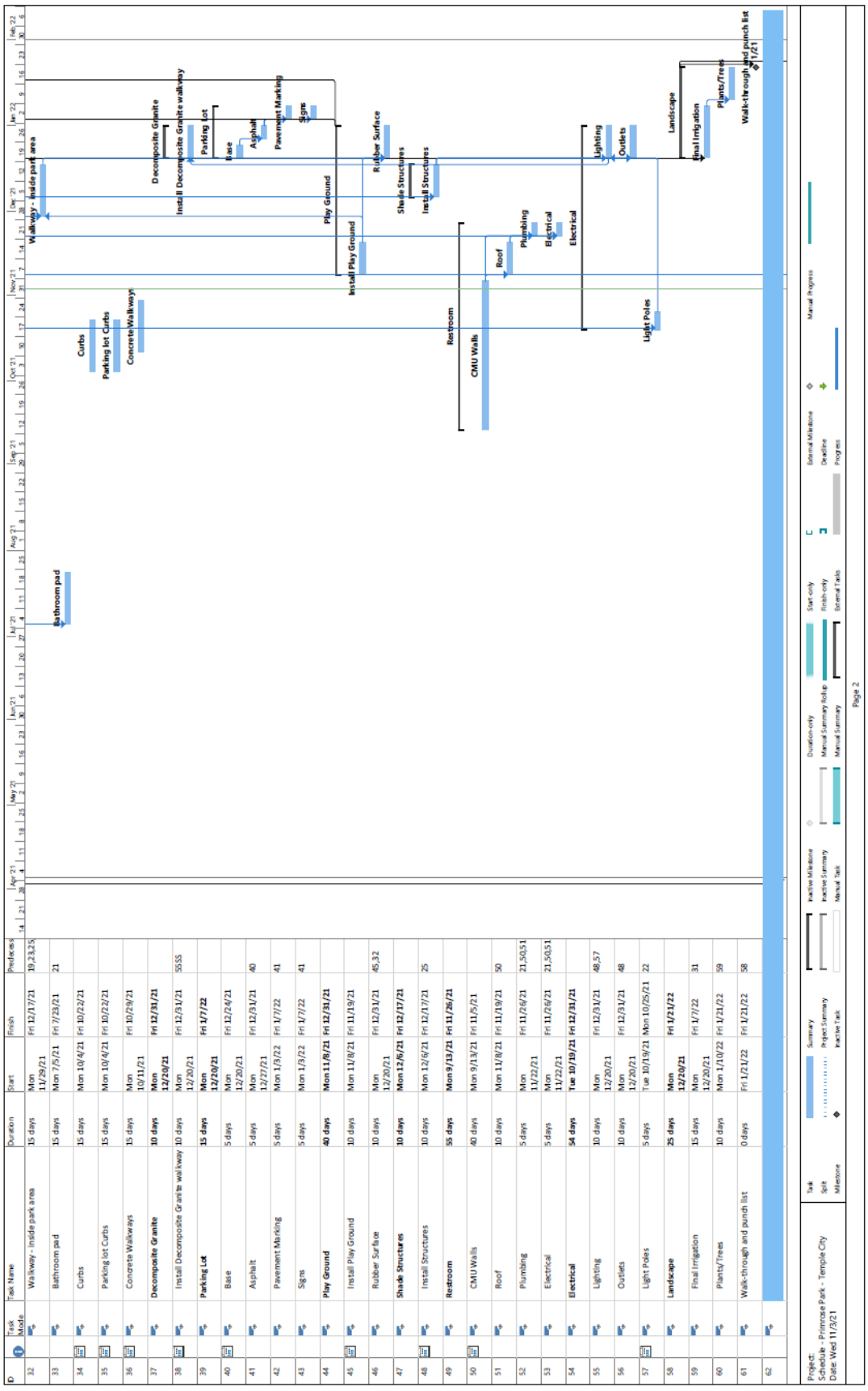


ID	Task Name	Duration	Start	Finish	Predecessors
88	City Review and Input	2 wks	Tue 10/11/22	Mon 10/24/22	87
89	**Grading/Foundation Plans (Early Design Task Possibility)**	**146 days**	**Tue 10/11/22**	**Mon 5/1/23**	
90	*100% Draft Plans*	4 wks	Tue 10/11/22	Mon 11/7/22	87
91	*City Building, Engineering, Fire Dept Plan Check 1*	3 wks	Tue 11/8/22	Mon 11/28/22	90
92	*100% Draft Plans updated per Plan Check 1 Comments received from City*	3 wks	Tue 11/29/22	Mon 12/19/22	91
93	*City Building, Engineering, Fire Dept Plan Check 2*	2 wks	Tue 12/20/22	Mon 1/2/23	92
94	*100% Draft Plans updated per Plan Check 2 Comments received from City*	1 wk	Tue 1/3/23	Mon 1/9/23	93
95	*City Building and Eng Dept Plan Check Final*	1 wk	Tue 1/10/23	Mon 1/16/23	94
96	*Plans updated per Plan Check Final Comments received from City*	1 wk	Tue 1/17/23	Mon 1/23/23	95
97	*Permit Issuance by City*	0 days	Mon 1/23/23	Mon 1/23/23	96
98	*Permit Issued by City. Plans ready for Construction*	0 days	Mon 1/23/23	Mon 1/23/23	97,40
99	90% Level Plans	6 wks	Tue 10/11/22	Mon 11/21/22	87
100	City Review and Input	2 wks	Tue 11/22/22	Mon 12/5/22	99
101	100% Draft Plans	8 wks	Tue 11/22/22	Mon 1/16/23	99
102	City Building, Engineering, Fire Dept Plan Check 1	4 wks	Tue 1/17/23	Mon 2/13/23	101
103	100% Draft Plans updated per Plan Check 1 Comments received from City	3 wks	Tue 2/14/23	Mon 3/6/23	102
104	City Building, Engineering, Fire Dept Plan Check 2	2 wks	Tue 3/7/23	Mon 3/20/23	103
105	100% Draft Plans updated per Plan Check 2 Comments received from City	2 wks	Tue 3/21/23	Mon 4/3/23	104
106	City Building and Eng Dept Plan Check Final	2 wks	Tue 4/4/23	Mon 4/17/23	105
107	Plans updated per Plan Check Final Comments received from City	2 wks	Tue 4/18/23	Mon 5/1/23	106
108	Permit Issuance by City	0 days	Mon 5/1/23	Mon 5/1/23	107
109	Permit Issued by City. Plans ready for Construction	0 days	Mon 5/1/23	Mon 5/1/23	107
110	**CONSTRUCTION PHASE**	330 days	Tue 2/21/23	Mon 5/27/24	
111	***Grading/Foundation Construction (Early Construction Task Possibility)***	12 wks	Tue 2/21/23	Mon 5/15/23	98,27
112	**Construction Duration**	270 days	Tue 5/16/23	Mon 5/27/24	
113	Substantial Completion	12 mons	Tue 5/16/23	Mon 4/15/24	109,111
114	Final Commissioning and Punch List	6 wks	Tue 4/16/24	Mon 5/27/24	113
115	**Complete Construction**	0 days	Mon 5/27/24	Mon 5/27/24	114
116	**CITY MOVE-IN**	6 wks	Tue 4/30/24	Mon 6/10/24	115FS-4 wks
117	**PROJECT END DATE (DB Delivery Method)**	0 days	Mon 6/10/24	Mon 6/10/24	116

Sample - DBB (Design-Bid-Build) Construction (Park Project)



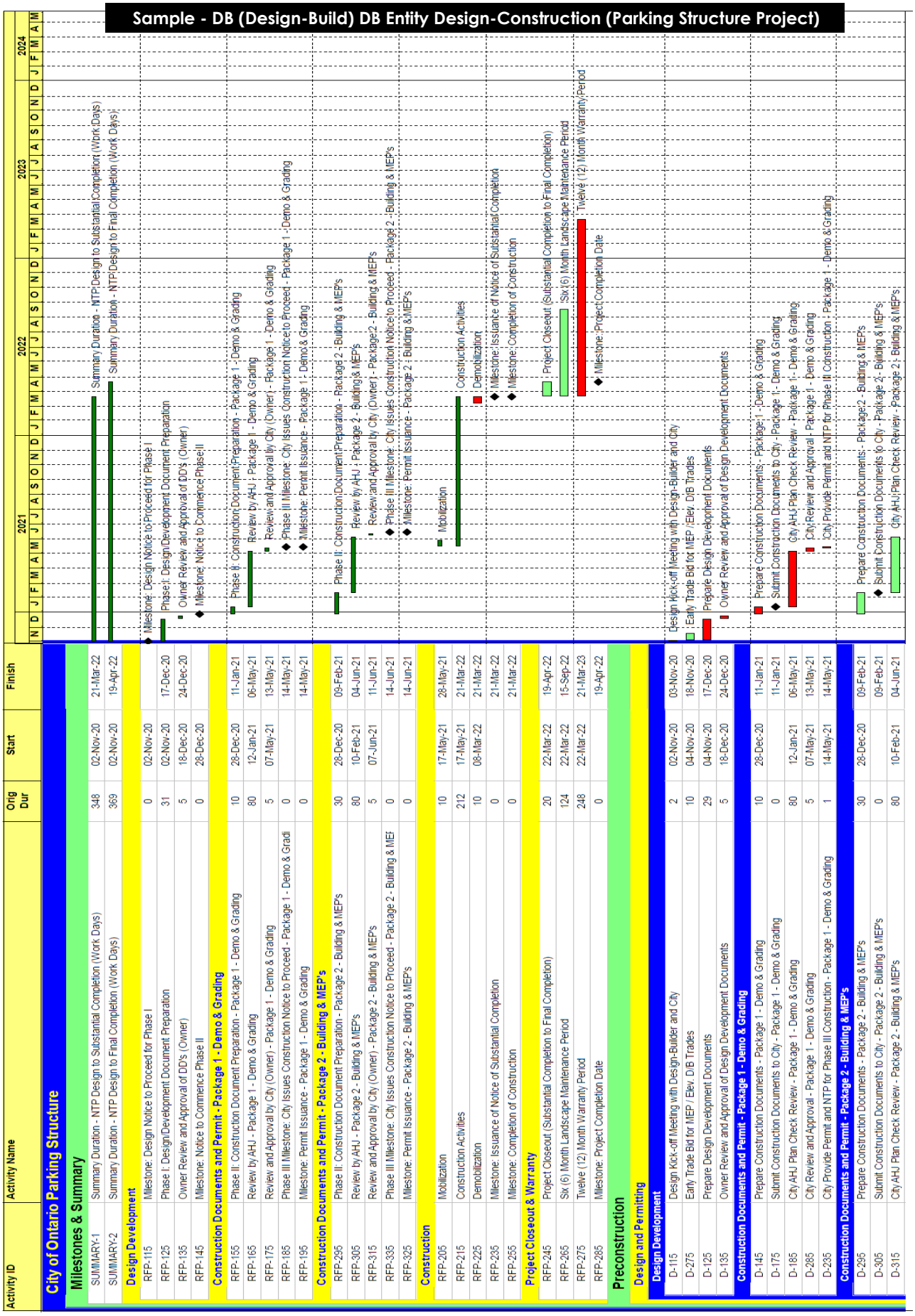
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Notice to Proceed	0 days	Mon 4/5/21	Mon 4/5/21	
2		**Mobilization**	**31 days**	**Mon 4/5/21**	**Mon 5/17/21**	
3		Insurance and bonds	0 days	Mon 4/5/21	Mon 4/5/21	
4		Project Signs	0 days	Mon 4/5/21	Mon 4/5/21	
5		Temp Fence	4 days	Wed 4/7/21	Mon 4/12/21	
6		Temp Restroom	0 days	Fri 4/9/21	Fri 4/9/21	
7		Furnish Submittals	21 days	Mon 4/19/21	Mon 5/17/21	
8		Survey - Control Points	1 day	Tue 4/20/21	Tue 4/20/21	
9		Dig Alert - Underground Service Alert	7 days	Mon 4/5/21	Tue 4/13/21	
10		Mobilization onto job site	5 days	Wed 4/7/21	Tue 4/13/21	555
11		**Demolition**	**15 days**	**Mon 4/12/21**	**Fri 4/30/21**	
12		Parking Lot	15 days	Mon 4/12/21	Fri 4/30/21	
13		Trees	15 days	Mon 4/12/21	Fri 4/30/21	
14		CMU wall	15 days	Mon 4/12/21	Fri 4/30/21	
15		**Underground Utilities**	**20 days**	**Mon 5/3/21**	**Fri 5/28/21**	
16		Rough Irrigation (Major Lines)	20 days	Mon 5/3/21	Fri 5/28/21	11
17		Rough Electrical	20 days	Mon 5/3/21	Fri 5/28/21	11
18		Storm Drain	20 days	Mon 5/3/21	Fri 5/28/21	11
19		Grading	10 days	Mon 5/31/21	Fri 6/11/21	15
20		**Concrete Footings**	**136 days**	**Mon 6/14/21**	**Mon 12/20/21**	
21		Bathroom Footing	15 days	Mon 6/14/21	Fri 7/2/21	19
22		Light Pole Footings	15 days	Tue 9/28/21	Mon 10/18/21	
23		Playground Footings	15 days	Mon 11/8/21	Fri 11/26/21	63
24		Fitness Equipment Footings	15 days	Mon 9/20/21	Fri 10/8/21	
25		Shade Structure Footings	15 days	Wed 10/27/21	Tue 11/16/21	
26		Fence Footings	15 days	Tue 11/30/21	Mon 12/20/21	
27		**Fence**	**100 days**	**Mon 9/13/21**	**Fri 1/28/22**	
28		Install CMU	10 days	Mon 9/13/21	Fri 9/24/21	
29		Install Fence Panels	10 days	Mon 1/3/22	Fri 1/14/22	28,2655,
30		Install gate	10 days	Mon 1/17/22	Fri 1/28/22	29,44
31		**Concrete**	**120 days**	**Mon 7/5/21**	**Fri 12/17/21**	



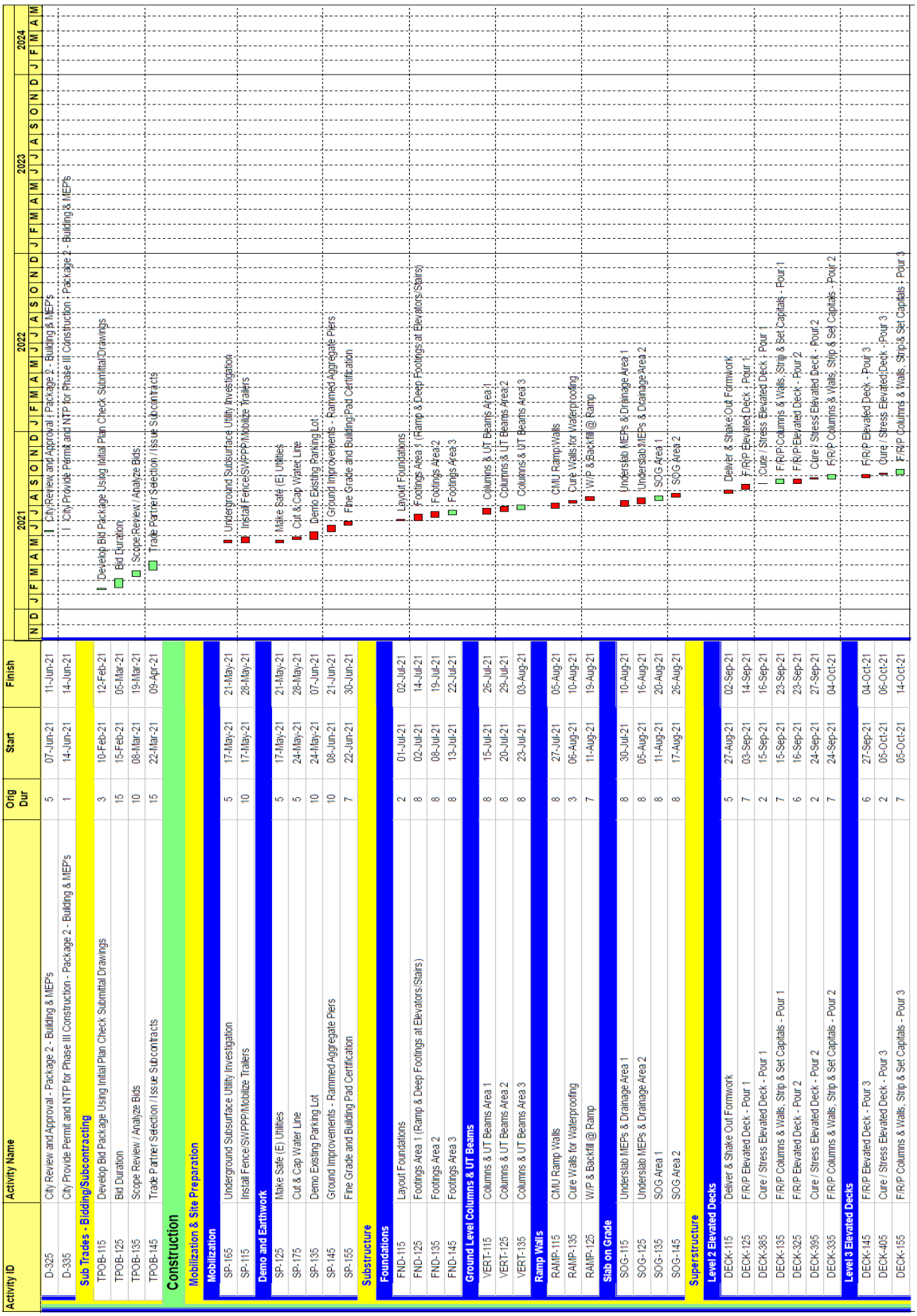
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
32		Walkway - inside park area	15 days	Mon 11/29/21	Fri 12/17/21	19,23,25
33		Bathroom pad	15 days	Mon 7/5/21	Fri 7/23/21	21
34		Curbs	15 days	Mon 10/4/21	Fri 10/22/21	
35		Parking lot Curbs	15 days	Mon 10/4/21	Fri 10/22/21	
36		Concrete Walkways	15 days	Mon 10/11/21	Fri 10/29/21	
37		**Decomposite Granite**	**10 days**	**Mon 12/20/21**	**Fri 12/31/21**	
38		Install Decomposite Granite walkway	10 days	Mon 12/20/21	Fri 12/31/21	5555
39		**Parking Lot**	**15 days**	**Mon 12/20/21**	**Fri 1/7/22**	
40		Base	5 days	Mon 12/20/21	Fri 12/24/21	
41		Asphalt	5 days	Mon 12/27/21	Fri 12/31/21	40
42		Pavement Marking	5 days	Mon 1/3/22	Fri 1/7/22	41
43		Signs	5 days	Mon 1/3/22	Fri 1/7/22	41
44		**Play Ground**	**40 days**	**Mon 11/8/21**	**Fri 12/31/21**	
45		Install Play Ground	10 days	Mon 11/8/21	Fri 11/19/21	
46		Rubber Surface	10 days	Mon 12/20/21	Fri 12/31/21	45,32
47		**Shade Structures**	**10 days**	**Mon 12/6/21**	**Fri 12/17/21**	
48		Install Structures	10 days	Mon 12/6/21	Fri 12/17/21	25
49		**Restroom**	**55 days**	**Mon 9/13/21**	**Fri 11/26/21**	
50		CMU Walls	40 days	Mon 9/13/21	Fri 11/5/21	
51		Roof	10 days	Mon 11/8/21	Fri 11/19/21	50
52		Plumbing	5 days	Mon 11/22/21	Fri 11/26/21	21,50,51
53		Electrical	5 days	Mon 11/22/21	Fri 11/26/21	21,50,51
54		**Electrical**	**54 days**	**Tue 10/19/21**	**Fri 12/31/21**	
55		Lighting	10 days	Mon 12/20/21	Fri 12/31/21	48,57
56		Outlets	10 days	Mon 12/20/21	Fri 12/31/21	48
57		Light Poles	5 days	Tue 10/19/21	Mon 10/25/21	22
58		**Landscape**	**25 days**	**Mon 12/20/21**	**Fri 1/21/22**	
59		Final Irrigation	15 days	Mon 12/20/21	Fri 1/7/22	31
60		Plants/Trees	10 days	Mon 1/10/22	Fri 1/21/22	59
61		Walk-through and punch list	0 days	Fri 1/21/22	Fri 1/21/22	58
62						


ID
Task Mode
Task Name
Duration
Start
Finish
Predecessors
63 Playground Poles - Delivered 1 day Mon 4/5/21 Tue 4/6/21
64 Once Park is complete to have new asphalt 1 day? Mon 1/24/22 Mon 1/24/22 58
65 Top 2" of Asphalt at parking lot 5 days Tue 1/25/22 Mon 1/31/22 64
66 Grind and overlay Primrose and Alley and slurry seal parking lot. 5 days Tue 1/25/22 Mon 1/31/22 64
67 Light Pole Footings inside Park 10 days Mon 11/8/21 Fri 11/19/21
Project: Schedule - Primrose Park - Temple City
Date: Wed 11/3/21
Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress
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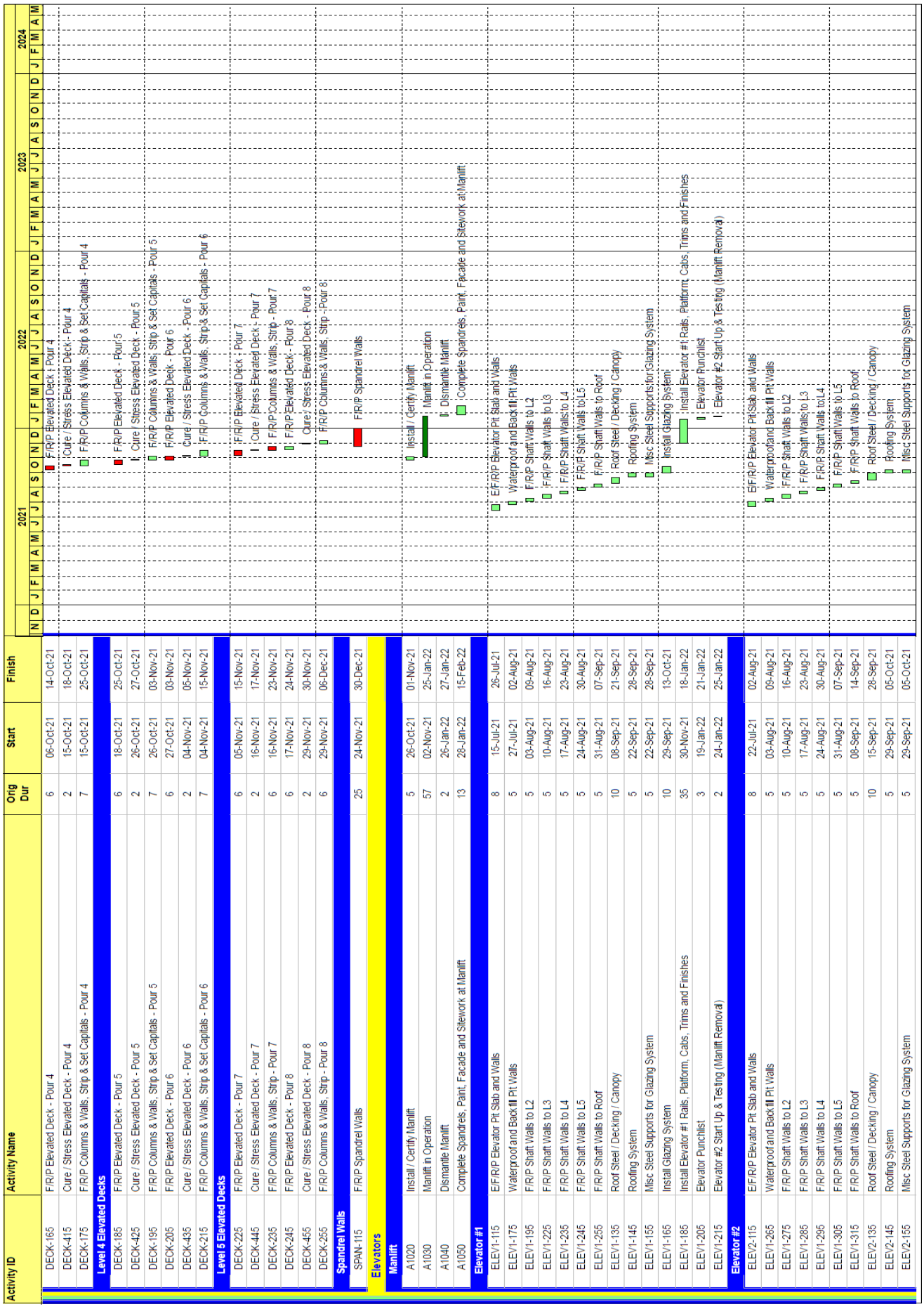
Sample - DB (Design-Build) DB Entity Design-Construction (Parking Structure Project)



Activity ID	Activity Name	Orig Dur	Start	Finish
City of Ontario Parking Structure				
Milestones & Summary				
SUMMARY-1	Summary Duration - NTP Design to Substantial Completion (Work Days)	348	02-Nov-20	21-Mar-22
SUMMARY-2	Summary Duration - NTP Design to Final Completion (Work Days)	369	02-Nov-20	19-Apr-22
Design Development				
RFP-115	Milestone: Design Notice to Proceed for Phase I	0	02-Nov-20	
RFP-125	Phase I: Design/Development Document Preparation	31	02-Nov-20	17-Dec-20
RFP-135	Owner Review and Approval of DD's (Owner)	5	18-Dec-20	24-Dec-20
RFP-145	Milestone: Notice to Commence Phase II	0	28-Dec-20	
Construction Documents and Permit - Package 1 - Demo & Grading				
RFP-155	Phase II: Construction Document Preparation - Package 1 - Demo & Grading	10	28-Dec-20	11-Jan-21
RFP-165	Review by AHJ - Package 1 - Demo & Grading	80	12-Jan-21	06-May-21
RFP-175	Review and Approval by City (Owner) - Package 1 - Demo & Grading	5	07-May-21	13-May-21
RFP-185	Phase III Milestone: City Issues Construction Notice to Proceed - Package 1 - Demo & Gradi	0		14-May-21
RFP-195	Milestone: Permit Issuance - Package 1 - Demo & Grading	0		14-May-21
Construction Documents and Permit - Package 2 - Building & MEP's				
RFP-295	Phase II: Construction Document Preparation - Package 2 - Building & MEP's	30	28-Dec-20	09-Feb-21
RFP-305	Review by AHJ - Package 2 - Building & MEP's	80	10-Feb-21	04-Jun-21
RFP-315	Review and Approval by City (Owner) - Package 2 - Building & MEP's	5	07-Jun-21	11-Jun-21
RFP-335	Phase III Milestone: City Issues Construction Notice to Proceed - Package 2 - Building & MEI	0		14-Jun-21
RFP-325	Milestone: Permit Issuance - Package 2 - Building & MEP's	0		14-Jun-21
Construction				
RFP-205	Mobilization	10	17-May-21	28-May-21
RFP-215	Construction Activities	212	17-May-21	21-Mar-22
RFP-225	Demobilization	10	08-Mar-22	21-Mar-22
RFP-235	Milestone: Issuance of Notice of Substantial Completion	0		21-Mar-22
RFP-255	Milestone: Completion of Construction	0		21-Mar-22
Project Closeout & Warranty				
RFP-245	Project Closeout (Substantial Completion to Final Completion)	20	22-Mar-22	19-Apr-22
RFP-265	Six (6) Month Landscape Maintenance Period	124	22-Mar-22	15-Sep-22
RFP-275	Twelve (12) Month Warranty Period	248	22-Mar-22	21-Mar-23
RFP-285	Milestone: Project Completion Date	0		19-Apr-22
Preconstruction				
Design and Permitting				
Design Development				
D-115	Design Kick-off Meeting with Design-Builder and City	2	02-Nov-20	03-Nov-20
D-275	Early Trade Bid for MEP / Elev. D/B Trades	10	04-Nov-20	18-Nov-20
D-125	Prepare Design Development Documents	29	04-Nov-20	17-Dec-20
D-135	Owner Review and Approval of Design Development Documents	5	18-Dec-20	24-Dec-20
Construction Documents and Permit - Package 1 - Demo & Grading				
D-145	Prepare Construction Documents - Package 1 - Demo & Grading	10	28-Dec-20	11-Jan-21
D-175	Submit Construction Documents to City - Package 1 - Demo & Grading	0		11-Jan-21
D-185	City AHJ Plan Check Review - Package 1 - Demo & Grading	80	12-Jan-21	06-May-21
D-285	City Review and Approval - Package 1 - Demo & Grading	5	07-May-21	13-May-21
D-235	City Provide Permit and NTP for Phase III Construction - Package 1 - Demo & Grading	1	14-May-21	14-May-21
Construction Documents and Permit - Package 2 - Building & MEP's				
D-295	Prepare Construction Documents - Package 2 - Building & MEP's	30	28-Dec-20	09-Feb-21
D-305	Submit Construction Documents to City - Package 2 - Building & MEP's	0		09-Feb-21
D-315	City AHJ Plan Check Review - Package 2 - Building & MEP's	80	10-Feb-21	04-Jun-21

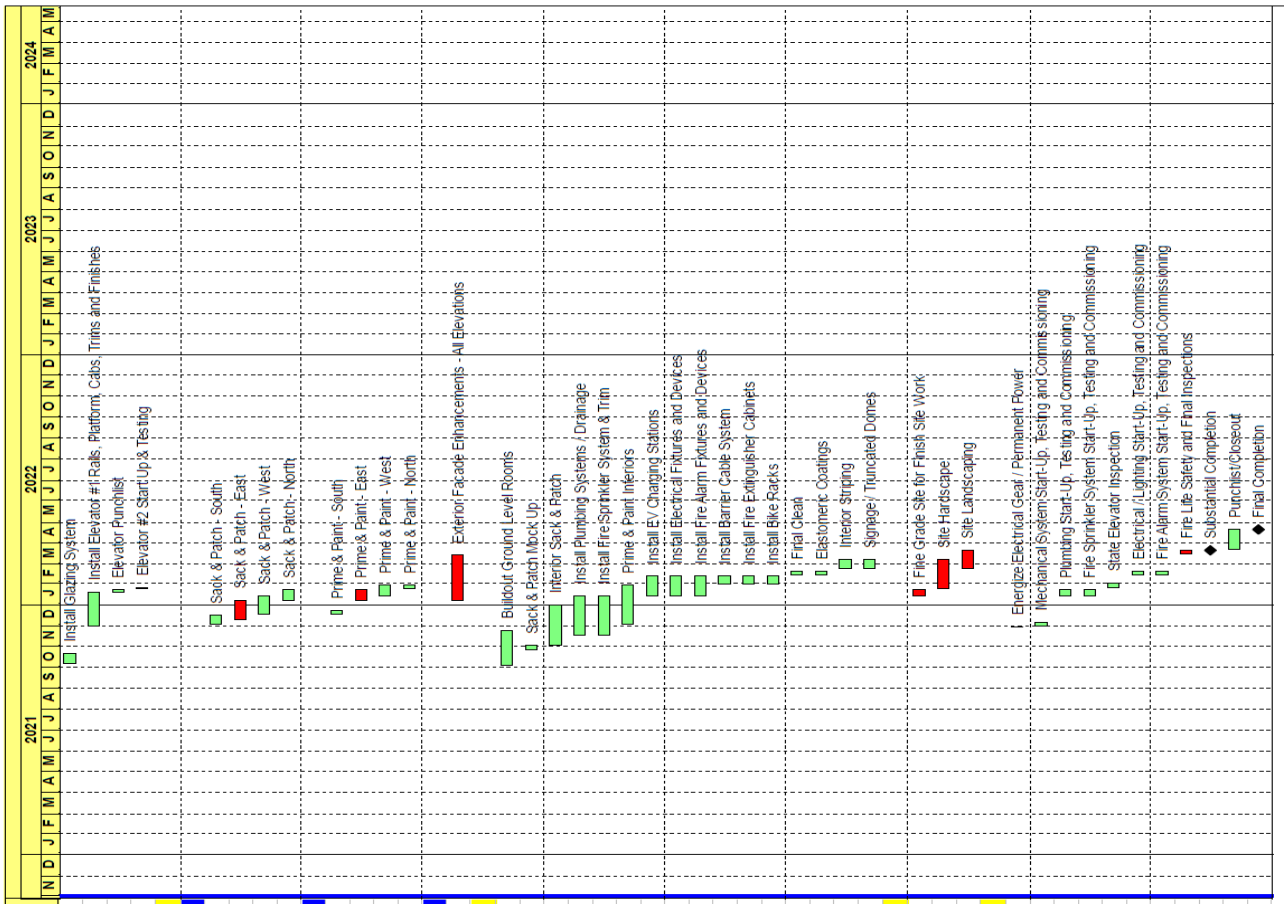


Activity ID	Activity Name	Orig Dur	Start	Finish
D-325	City Review and Approval - Package 2 - Building & MEP's	5	07-Jun-21	11-Jun-21
D-335	City Provide Permit and NTP for Phase III Construction - Package 2 - Building & MEP's	1	14-Jun-21	14-Jun-21
Sub Trades - Bidding/Subcontracting				
TPOB-115	Develop Bid Package Using Initial Plan Check Submittal Drawings	3	10-Feb-21	12-Feb-21
TPOB-125	Bid Duration	15	15-Feb-21	05-Mar-21
TPOB-135	Scope Review / Analyze Bids	10	08-Mar-21	19-Mar-21
TPOB-145	Trade Partner Selection / Issue Subcontracts	15	22-Mar-21	09-Apr-21
Construction				
Mobilization & Site Preparation				
Mobilization				
SP-165	Underground Subsurface Utility Investigation	5	17-May-21	21-May-21
SP-115	Install Fence/SWPPP/Mobilize Trailers	10	17-May-21	28-May-21
Demo and Earthwork				
SP-125	Make Safe (E) Utilities	5	17-May-21	21-May-21
SP-175	Cut & Cap Water Line	5	24-May-21	28-May-21
SP-135	Demo Existing Parking Lot	10	24-May-21	07-Jun-21
SP-145	Ground Improvements - Rammed Aggregate Piers	10	08-Jun-21	21-Jun-21
SP-155	Fine Grade and Building Pad Certification	7	22-Jun-21	30-Jun-21
Substructure				
Foundations				
FND-115	Layout Foundations	2	01-Jul-21	02-Jul-21
FND-125	Footings Area 1 (Ramp & Deep Footings at Elevators/Stairs)	8	02-Jul-21	14-Jul-21
FND-135	Footings Area 2	8	08-Jul-21	19-Jul-21
FND-145	Footings Area 3	8	13-Jul-21	22-Jul-21
Ground Level Columns & UT Beams				
VERT-115	Columns & UT Beams Area 1	8	15-Jul-21	26-Jul-21
VERT-125	Columns & UT Beams Area 2	8	20-Jul-21	29-Jul-21
VERT-135	Columns & UT Beams Area 3	8	23-Jul-21	03-Aug-21
Ramp Walls				
RAMP-115	CMU Ramp Walls	8	27-Jul-21	05-Aug-21
RAMP-135	Cure Walls for Waterproofing	3	06-Aug-21	10-Aug-21
RAMP-125	W/P & Backfill @ Ramp	7	11-Aug-21	19-Aug-21
Slab on Grade				
SOG-115	Underslab MEPs & Drainage Area 1	8	30-Jul-21	10-Aug-21
SOG-125	Underslab MEPs & Drainage Area 2	8	05-Aug-21	16-Aug-21
SOG-135	SOG Area 1	8	11-Aug-21	20-Aug-21
SOG-145	SOG Area 2	8	17-Aug-21	26-Aug-21
Superstructure				
Level 2 Elevated Decks				
DECK-115	Deliver & Shake Out Formwork	5	27-Aug-21	02-Sep-21
DECK-125	F/R/P Elevated Deck - Pour 1	7	03-Sep-21	14-Sep-21
DECK-385	Cure / Stress Elevated Deck - Pour 1	2	15-Sep-21	16-Sep-21
DECK-135	F/R/P Columns & Walls, Strip & Set Capitals - Pour 1	7	15-Sep-21	23-Sep-21
DECK-325	F/R/P Elevated Deck - Pour 2	6	16-Sep-21	23-Sep-21
DECK-395	Cure / Stress Elevated Deck - Pour 2	2	24-Sep-21	27-Sep-21
DECK-335	F/R/P Columns & Walls, Strip & Set Capitals - Pour 2	7	24-Sep-21	04-Oct-21
Level 3 Elevated Decks				
DECK-145	F/R/P Elevated Deck - Pour 3	6	27-Sep-21	04-Oct-21
DECK-405	Cure / Stress Elevated Deck - Pour 3	2	05-Oct-21	06-Oct-21
DECK-155	F/R/P Columns & Walls, Strip & Set Capitals - Pour 3	7	05-Oct-21	14-Oct-21



Activity ID	Activity Name	Orig Dur	Start	Finish
DECK-165	F/R/P Elevated Deck - Pour 4	6	06-Oct-21	14-Oct-21
DECK-415	Cure / Stress Elevated Deck - Pour 4	2	15-Oct-21	18-Oct-21
DECK-175	F/R/P Columns & Walls, Strip & Set Capitals - Pour 4	7	15-Oct-21	25-Oct-21
Level 4 Elevated Decks				
DECK-185	F/R/P Elevated Deck - Pour 5	6	18-Oct-21	25-Oct-21
DECK-425	Cure / Stress Elevated Deck - Pour 5	2	26-Oct-21	27-Oct-21
DECK-195	F/R/P Columns & Walls, Strip & Set Capitals - Pour 5	7	26-Oct-21	03-Nov-21
DECK-205	F/R/P Elevated Deck - Pour 6	6	27-Oct-21	03-Nov-21
DECK-435	Cure / Stress Elevated Deck - Pour 6	2	04-Nov-21	05-Nov-21
DECK-215	F/R/P Columns & Walls, Strip & Set Capitals - Pour 6	7	04-Nov-21	15-Nov-21
Level 5 Elevated Decks				
DECK-225	F/R/P Elevated Deck - Pour 7	6	05-Nov-21	15-Nov-21
DECK-445	Cure / Stress Elevated Deck - Pour 7	2	16-Nov-21	17-Nov-21
DECK-235	F/R/P Columns & Walls, Strip - Pour 7	6	16-Nov-21	23-Nov-21
DECK-245	F/R/P Elevated Deck - Pour 8	6	17-Nov-21	24-Nov-21
DECK-455	Cure / Stress Elevated Deck - Pour 8	2	29-Nov-21	30-Nov-21
DECK-255	F/R/P Columns & Walls, Strip - Pour 8	6	29-Nov-21	06-Dec-21
Spandrel Walls				
SPAN-115	F/R/P Spandrel Walls	25	24-Nov-21	30-Dec-21
Elevators				
Manlift				
A1020	Install / Certify Manlift	5	26-Oct-21	01-Nov-21
A1030	Manlift in Operation	57	02-Nov-21	25-Jan-22
A1040	Dismantle Manlift	2	26-Jan-22	27-Jan-22
A1050	Complete Spandrels, Paint, Facade and Sitework at Manlift	13	28-Jan-22	15-Feb-22
Elevator #1				
ELEV1-115	E/F/R/P Elevator Pit Slab and Walls	8	15-Jul-21	26-Jul-21
ELEV1-175	Waterproof and Backfill Pit Walls	5	27-Jul-21	02-Aug-21
ELEV1-195	F/R/P Shaft Walls to L2	5	03-Aug-21	09-Aug-21
ELEV1-225	F/R/P Shaft Walls to L3	5	10-Aug-21	16-Aug-21
ELEV1-235	F/R/P Shaft Walls to L4	5	17-Aug-21	23-Aug-21
ELEV1-245	F/R/P Shaft Walls to L5	5	24-Aug-21	30-Aug-21
ELEV1-255	F/R/P Shaft Walls to Roof	5	31-Aug-21	07-Sep-21
ELEV1-135	Roof Steel / Decking / Canopy	10	08-Sep-21	21-Sep-21
ELEV1-145	Roofing System	5	22-Sep-21	28-Sep-21
ELEV1-155	Misc Steel Supports for Glazing System	5	22-Sep-21	28-Sep-21
ELEV1-165	Install Glazing System	10	29-Sep-21	13-Oct-21
ELEV1-185	Install Elevator #1 Rails, Platform, Cabs, Trims and Finishes	35	30-Nov-21	18-Jan-22
ELEV1-205	Elevator Punchlist	3	19-Jan-22	21-Jan-22
ELEV1-215	Elevator #2 Start Up & Testing (Manlift Removal)	2	24-Jan-22	25-Jan-22
Elevator #2				
ELEV2-115	E/F/R/P Elevator Pit Slab and Walls	8	22-Jul-21	02-Aug-21
ELEV1-265	Waterproof and Backfill Pit Walls	5	03-Aug-21	09-Aug-21
ELEV1-275	F/R/P Shaft Walls to L2	5	10-Aug-21	16-Aug-21
ELEV1-285	F/R/P Shaft Walls to L3	5	17-Aug-21	23-Aug-21
ELEV1-295	F/R/P Shaft Walls to L4	5	24-Aug-21	30-Aug-21
ELEV1-305	F/R/P Shaft Walls to L5	5	31-Aug-21	07-Sep-21
ELEV1-315	F/R/P Shaft Walls to Roof	5	08-Sep-21	14-Sep-21
ELEV2-135	Roof Steel / Decking / Canopy	10	15-Sep-21	28-Sep-21
ELEV2-145	Roofing System	5	29-Sep-21	05-Oct-21
ELEV2-155	Misc Steel Supports for Glazing System	5	29-Sep-21	05-Oct-21

Activity ID	Activity Name	Orig Dur	Start	Finish
ELEV2-165	Install Glazing System	10	06-Oct-21	20-Oct-21
ELEV2-185	Install Elevator #1 Rails, Platform, Cabs, Trims and Finishes	35	30-Nov-21	18-Jan-22
ELEV2-205	Elevator Punchlist	3	19-Jan-22	21-Jan-22
ELEV2-215	Elevator #2 Start Up & Testing	2	24-Jan-22	25-Jan-22
Exterior Facade				
Sack & Patch				
EXT-115	Sack & Patch - South	10	03-Dec-21	16-Dec-21
EXT-125	Sack & Patch - East	20	10-Dec-21	06-Jan-22
EXT-135	Sack & Patch - West	20	17-Dec-21	13-Jan-22
EXT-145	Sack & Patch - North	10	07-Jan-22	21-Jan-22
Paint				
EXT-155	Prime & Paint - South	5	17-Dec-21	23-Dec-21
EXT-165	Prime & Paint - East	10	07-Jan-22	21-Jan-22
EXT-175	Prime & Paint - West	10	14-Jan-22	28-Jan-22
EXT-185	Prime & Paint - North	5	24-Jan-22	28-Jan-22
Facade Enhancements				
A1010	Exterior Facade Enhancements - All Elevations	45	07-Jan-22	14-Mar-22
Interior Systems and Finishes				
INT-125	Buildout Ground Level Rooms	35	05-Oct-21	24-Nov-21
INT-115	Sack & Patch Mock Up	5	26-Oct-21	01-Nov-21
INT-135	Interior Sack & Patch	40	02-Nov-21	30-Dec-21
INT-145	Install Plumbing Systems / Drainage	40	17-Nov-21	13-Jan-22
INT-155	Install Fire Sprinkler System & Trim	40	17-Nov-21	13-Jan-22
INT-265	Prime & Paint Interiors	40	03-Dec-21	26-Jan-22
INT-165	Install EV Charging Stations	20	14-Jan-22	11-Feb-22
INT-175	Install Electrical Fixtures and Devices	20	14-Jan-22	11-Feb-22
INT-185	Install Fire Alarm Fixtures and Devices	20	14-Jan-22	11-Feb-22
INT-195	Install Barrier Cable System	10	31-Jan-22	11-Feb-22
INT-205	Install Fire Extinguisher Cabinets	10	31-Jan-22	11-Feb-22
INT-215	Install Bike Racks	10	31-Jan-22	11-Feb-22
INT-225	Final Clean	5	14-Feb-22	18-Feb-22
INT-235	Elastomeric Coatings	5	14-Feb-22	18-Feb-22
INT-245	Interior Striping	10	22-Feb-22	07-Mar-22
INT-255	Signage / Truncated Domes	10	22-Feb-22	07-Mar-22
Finish Site Work				
SITE-115	Fine Grade Site for Finish Site Work	5	14-Jan-22	21-Jan-22
SITE-125	Site Hardscape	30	24-Jan-22	07-Mar-22
SITE-135	Site Landscaping	20	22-Feb-22	21-Mar-22
Project Completion				
FC-115	Energize Electrical Gear / Permanent Power	1	29-Nov-21	29-Nov-21
FC-135	Mechanical System Start-Up, Testing and Commissioning	5	30-Nov-21	06-Dec-21
FC-155	Plumbing Start-Up, Testing and Commissioning	5	14-Jan-22	21-Jan-22
FC-165	Fire Sprinkler System Start-Up, Testing and Commissioning	5	14-Jan-22	21-Jan-22
FC-225	State Elevator Inspection	5	26-Jan-22	01-Feb-22
FC-145	Electrical / Lighting Start-Up, Testing and Commissioning	5	14-Feb-22	18-Feb-22
FC-125	Fire Alarm System Start-Up, Testing and Commissioning	5	14-Feb-22	18-Feb-22
FC-175	Fire Life Safety and Final Inspections	5	15-Mar-22	21-Mar-22
FC-195	Substantial Completion	0		21-Mar-22
FC-205	Punchlist/Closeout	20	22-Mar-22	19-Apr-22
FC-215	Final Completion	0		19-Apr-22



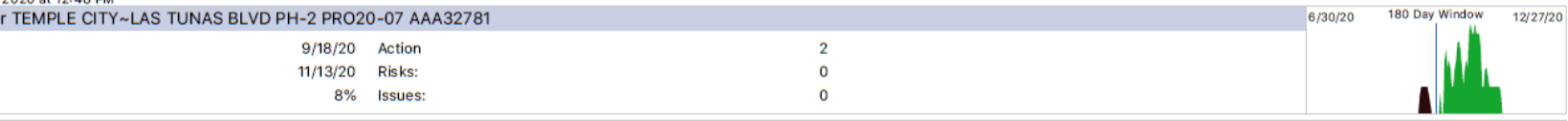
September 29, 2020 at 12:48 PM

TEMPLE CITY~LAS TUNAS BLVD PH-2 PRO20-07 AAA32781

Summary for TEMPLE CITY~LAS TUNAS BLVD PH-2 PRO20-07 AAA32781

Start Date:	9/18/20	Action	2
End Date:	11/13/20	Risks:	0
% Done:	8%	Issues:	0

6/30/20 — 180 Day Window — 12/27/20



Task Chart for TEMPLE CITY~LAS TUNAS BLVD PH-2 PRO20-07 AAA32781

ID	Task Name	Work	Start	End	%	People
1	SUBMITTALS	5 days	Friday 9/18/20	Thursday 9/24/20	100%	MAURICE RAMIREZ
2	SUBMITTALS REVIEW	1 days	Friday 9/25/20	Friday 9/25/20	100%	TRANSTECH
3	PLACE CMS BOARDS (2 EA)	1 days	Friday 10/2/20	Friday 10/2/20	0%	SCOTT BETHELL
4	PASS OUT ADVANCE PUBLIC NOTICE	1 days	Friday 10/2/20	Friday 10/2/20	0%	SCOTT BETHELL
5	MOBILIZE, USA, PROJECT LAYOUT LIMITS	2 days	Monday 10/5/20	Tuesday 10/6/20	0%	AAA
6	SURVEY - VERIFY HORIZONTAL AND VERTICAL CONTROL, PRESERVE MONUMENTS	2 days	Monday 10/5/20	Tuesday 10/6/20	0%	CL SURVEY
7	BMP'S - (35 WD'S)	30 days	Monday 10/5/20	Friday 11/13/20	0%	AAA
8	LOWER MANHOLES	3 days	Wednesday 10/7/20	Friday 10/9/20	0%	AAA
9	COLD MILL - 3" est(375,000 SF - NIGHT WORK	4 days	Monday 10/12/20	Thursday 10/15/20	0%	AAA
10	CRACK SEAL - NIGHT WORK	3 days	Wednesday 10/14/20	Friday 10/16/20	0%	MD RUBBERIZED CRACKFILLING
11	LEVEL COURSE - 1" est(2,500 TN) C1 PG 64-10 - NIGHT WORK	2 days	Friday 10/16/20	Saturday 10/17/20	0%	AAA
12	OVERLAY - ARHM est(5,000 TN) PG 64-16 GG - NIGHT WORK	3 days	Monday 10/19/20	Wednesday 10/21/20	0%	AAA
13	CAT TRACK	2 days	Thursday 10/22/20	Friday 10/23/20	0%	SUPERIOR PAVEMENT
14	UTILITIES - ADJUST & AC PATCH MH est(16 EA) & WV est(70 EA)	7 days	Thursday 10/22/20	Friday 10/30/20	0%	AAA
15	CCO WORK - GRIND.PAVE 2" W/ARHM AT ROSECRANS INTERSECTION & LOWER AZUSA	1 days	Thursday 10/22/20	Thursday 10/22/20	0%	AAA
16	REMOVE - STRIPING, MARKINGS ON EXISTING CONCRETE	2 days	Friday 10/23/20	Monday 10/26/20	0%	SUPERIOR PAVEMENT
17	RESTORE MONUMENTS	1 days	Thursday 10/22/20	Thursday 10/22/20	0%	CL SURVEY
18	INSTALL - LOOPS est(85 EA) - NIGHT WORK	5 days	Monday 10/26/20	Friday 10/30/20	0%	SMITHSON ELECTRIC
19	INSTALL - STRIPING, MARKERS, MARKINGS, CURB PAINTING, CURB ADDRESSE'S	2 days	Monday 11/2/20	Tuesday 11/3/20	0%	SUPERIOR PAVEMENT
20	PUNCH LIST / REQUEST FINAL INSPECTION	1 days	Wednesday 11/4/20	Wednesday 11/4/20	0%	AAA / TRANSTECH
21	LAST WD / DEMOBILIZE / CLOSE PROJECT	Milestone	Friday 11/13/20	Friday 11/13/20	0%	AAA / TRANSTECH



Action List Items

ID	Summary	Owner
A11	QC / QA BY ALL AMERICAN ASPHALT - AC LEVEL COURSE MIX#100712 - IRWINDALE (PLANT 6) OR CORONA (PLANT 2)	AAA
A12	QC / QA BY ALL AMERICAN ASPHALT - ARHM MIX#100823 - IRWINDALE (PLANT 6) OR CORONA (PLANT 2)	AAA

8. Fee Proposal

Below is Transtech's Schedule of Hourly Rates.

TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
Effective through June 30, 2023
Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING			
Field Technician	$80	-	$90
Engineering Technician	$90	-	$100
Assistant CAD Drafter	$100	-	$115
Senior CAD Drafter	$115	-	$130
Associate Designer	$130	-	$145
Senior Designer	$145	-	$160
Design Project Manager	$180	-	$190
Assistant Engineer	$110	-	$120
Associate Civil Engineer	$135	-	$145
Senior Civil Engineer	$190	-	$210
Traffic Analyst Technician	$95	-	$105
Associate Traffic Analyst	$140	-	$150
Senior Traffic Analyst	$150	-	$160
Professional Transportation Planner	$160	-	$175
Traffic Engineer Technician	$90	-	$100
Associate Traffic Engineer	$135	-	$145
Traffic Engineer	$160	-	$175
Senior Traffic Engineer	$175	-	$195
Project Manager	$175	-	$195
Senior Project Manager	$195	-	$215
Deputy City Engineer	$160	-	$180
City Engineer	$180	-	$195
Principal Engineer	$195	-	$215
BUILDING & SAFETY			
Permit Technician	$70	-	$80
Plan Check Technician/Analyst	$100	-	$120
Building Inspector	$120	-	$125
Senior Inspector	$125	-	$135
Plans Examiner/Checker	$135	-	$150
Plan Check Engineer	$150	-	$160
Deputy Building Official	$150	-	$160
Building Official	$160	-	$170

CONSTRUCTION MANAGEMENT			
Labor Compliance Analyst	$140	-	$145
Funds Coordinator	$145	-	$155
Office Engineer	$140	-	$150
Construction Inspector	$135	-	$145
Senior Construction Inspector	$145	-	$155
Construction Manager	$155	-	$175
Resident Engineer	$175	-	$190
PUBLIC WORKS INSPECTION			
Public Works Inspector	$135	-	$145
Senior Public Works Inspector	$145	-	$155
Supervising PW Inspector	$155	-	$165
SURVEY AND MAPPING			
Survey Analyst	$140	-	$145
Senior Survey Analyst	$145	-	$150
2-Man Survey Crew	$330	-	$340
Survey & Mapping Specialist	$175	-	$185
Licensed Land Surveyor	$200	-	$210
FUNDING & GRANT WRITING			
Funds Analyst	$140	-	$145
Senior Funds Analyst	$145	-	$155
Grant Writer	$160	-	$170
Funds & Grant Project Manager	$180	--	$190
PLANNING			
Community Development Technician	$75	-	$85
Planning Technician	$85	-	$95
Assistant Planner	$95	-	$115
Associate Planner	$115	-	$135
Senior Planner	$135	-	$160
Planning Manager	$160	-	$180
ADMINISTRATIVE STAFF			
Administrative/Clerical	$65	--	$75
Project Accountant	$75	--	$85

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

9. Insurance

Below is Transtech's Current Insurance Certificate.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marie Swaney
AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	PHONE (A/C, No, Ext): 626-696-1890 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
License#: 6003745	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED TRANENG-09 Transtech Engineers, Inc. 909-595-8599 13367 Benson Ave Chino CA 91710-3009	INSURER A : Travelers Casualty and Surety Co of America 31194 INSURER B : Travelers Property Casualty Company of America 25674 INSURER C : The Travelers Indemnity Company of Connecticut 25682 INSURER D : Sentinel Insurance Company 11000 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 60570467 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	6805H737478	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X NoOwnedAutos	Y	Y	BA3R067451	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	CUP4F17434A	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEGAA5O8A	9/1/2022	9/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			107328311	12/31/2022	12/31/2023	Per Claim Aggregate Limit	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Umbrella Liability policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability. Professional Liability is E&O Liability.
Reference Number - IS00000139
City of Manhattan Beach and its elected and appointed officials, officers, employees, agents and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

PROVIDED FOR INFORMATION PURPOSES

CANCELLATION 30 Day Notice will be sent to holder

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Transtech currently has an executed contract with the City and has complied with City's requirements.

If selected by the City for this project, we will appreciate the opportunity of having our Attorney discuss the final contract language to ensure our insurance is in compliance with current laws and regulations and meets the City's requirements.

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~~ represents 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¶ Section Break (Next Page)

(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. If Consultant owns no autos, this requirement may be met through a Hired/Non-Owned Automobile Liability policy (Symbols 8,9).¶

¶

(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) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement.~~ The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend the Named Insured.¶

¶

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,~~ reasonable related costs, and expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, ~~in any manner~~ to the extent found to be arising out of, pertaining to, or incident to any negligent 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 reimbursement of reasonable attorney's fees and other reasonable related costs and expenses except such loss or damage caused by the ~~sole~~ negligence or willful misconduct of the City or any third party. 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 damages ~~claims~~ to the extent that are found to 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.¶

¶

3.7.4.4 → 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, to the extent found to be caused by Consultant's ~~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. 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. Notwithstanding any provision to the contrary in this Agreement, Consultant shall not be restricted from disclosing any information that is reasonably necessary for Consultant to disclose: (1) to Consultant's employees, subconsultants and the General Contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain; or (2) as part of the permitting and public entity approval process; or (3) if required as required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority; or (4) if reasonably necessary for Consultant to defend itself from any legal action or claim.¶

¶

¶

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. Notwithstanding the foregoing, either party reserves the right to deny a request to take additional acts or sign any additional documents that in any way might increase either party's contractual or legal obligations or risks.¶

¶

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 as part of prevailing party's total damages as determined by a court of competent jurisdiction.¶

¶

10. Litigation

Below is Transtech's 5 Year Claims & Litigation History.

TRANSTECH ENGINEERS, INC.
5 Year Claims & Litigation History

AssuredPartners DESIGN PROFESSIONALS

Policy Number	Insurer	Policy Year	Date of Notice	Claim #/ Claimant	Status	Paid Indemnity	Loss Expense	Actual Loss
107328311	Travelers Surety & Casualty Co of Amer.	12/31/2022-23	No Claims					
107328311	Travelers Surety & Casualty Co of Amer.	12/31/2021-22	No Claims					
107328311	Travelers Surety & Casualty Co of Amer.	12/31/2020-21	No Claims					
107188836	Travelers Surety & Casualty Co of Amer.	12/31/2019-20	3/4/2020	T2003802 / SCE	Closed			$0
AEC902574901	Berkley Insurance Co.	12/31/2018-19	No Claims					
AEC901955000	Berkley Insurance Co.	12/31/2017-18	No Claims					

Data current as of: February 16, 2023

APDesignProfessionals.com *AP Design Professionals* *CA License 6003745*

11. Other Information

a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget

Transtech is well known in providing **Cost Effective Services on time** and **within budget** with a **customer friendly and responsive** approach.

Transtech has been in business for 33 years. We are providing municipal services to approximately 70 public agencies.

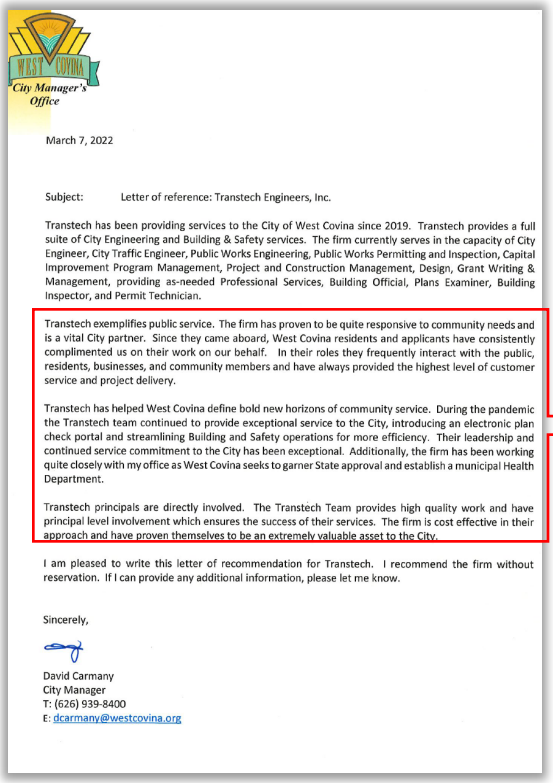
Transtech has a large pool of well experienced staff and resources readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner.

Our staff and resources include approximately 200, including building officials, plan checkers, inspectors, permit technicians, engineers, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.

Our service philosophy is defined by our unique **"Customer Care" approach in delivering our services in an efficient, cost-effective, timely and customer friendly manner:**

- ✓ Our services are founded on the principles of **Total Quality Management** for **Total Customer Care**.
- ✓ Transtech understands the importance of being able to **expedite certain projects**, when requested, by the City. Transtech has sufficient staff and resources to expedite projects.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities.
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our "**Same Day Response**" motto.
- ✓ **Responsiveness is an integral part** of Transtech's "customer friendly" service approach.
- ✓ We will strive to **enhance the City's image by public trust** to be the most desirable community to live, invest and conduct business.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **"Customer Care"** to the City, City's patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services.

Following are excerpts from our client references in reference letters we have received:



City Manager's Office

March 7, 2022

Subject: Letter of reference: Transtech Engineers, Inc.

Transtech has been providing services to the City of West Covina since 2019. Transtech provides a full suite of City Engineering and Building & Safety services. The firm currently serves in the capacity of City Engineer, City Traffic Engineer, Public Works Engineering, Public Works Permitting and Inspection, Capital Improvement Program Management, Project and Construction Management, Design, Grant Writing & Management, providing as-needed Professional Services, Building Official, Plans Examiner, Building Inspector, and Permit Technician.

Transtech exemplifies public service. The firm has proven to be quite responsive to community needs and is a vital City partner. Since they came aboard, West Covina residents and applicants have consistently complimented us on their work on our behalf. In their roles they frequently interact with the public, residents, businesses, and community members and have always provided the highest level of customer service and project delivery.

Transtech has helped West Covina define bold new horizons of community service. During the pandemic the Transtech team continued to provide exceptional service to the City, introducing an electronic plan check portal and streamlining Building and Safety operations for more efficiency. Their leadership and continued service commitment to the City has been exceptional. Additionally, the firm has been working quite closely with my office as West Covina seeks to garner State approval and establish a municipal Health Department.

Transtech principals are directly involved. The Transtech Team provides high quality work and have principal level involvement which ensures the success of their services. The firm is cost effective in their approach and have proven themselves to be an extremely valuable asset to the City.

I am pleased to write this letter of recommendation for Transtech. I recommend the firm without reservation. If I can provide any additional information, please let me know.

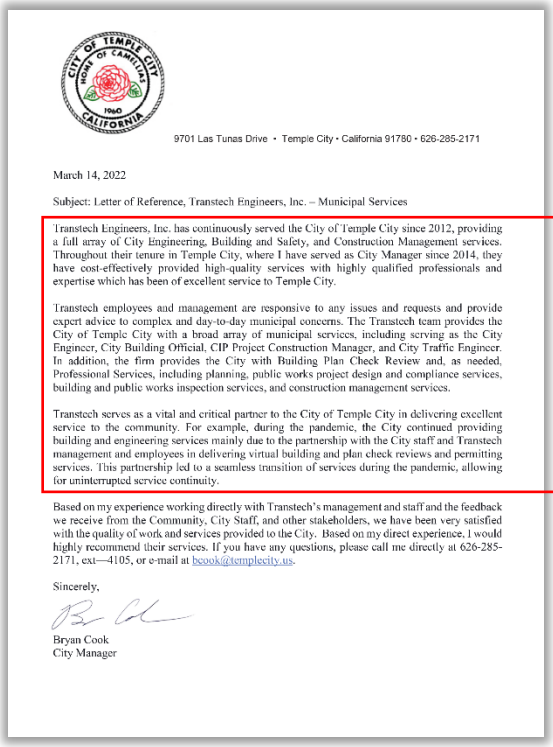
Sincerely,

David Carmany
City Manager
T: (626) 939-8400
E: dcarmany@westcovina.org

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9701 Las Tunas Drive • Temple City • California 91780 • 626-285-2171

March 14, 2022

Subject: Letter of Reference, Transtech Engineers, Inc. – Municipal Services

Transtech Engineers, Inc. has continuously served the City of Temple City since 2012, providing a full array of City Engineering, Building and Safety, and Construction Management services. Throughout their tenure in Temple City, where I have served as City Manager since 2014, they have cost-effectively provided high-quality services with highly qualified professionals and expertise which has been of excellent service to Temple City.

Transtech employees and management are responsive to any issues and requests and provide expert advice to complex and day-to-day municipal concerns. The Transtech team provides the City of Temple City with a broad array of municipal services, including serving as the City Engineer, City Building Official, CIP Project Construction Manager, and City Traffic Engineer. In addition, the firm provides the City with Building Plan Check Review and, as needed, Professional Services, including planning, public works project design and compliance services, building and public works inspection services, and construction management services.

Transtech serves as a vital and critical partner to the City of Temple City in delivering excellent service to the community. For example, during the pandemic, the City continued providing building and engineering services mainly due to the partnership with the City staff and Transtech management and employees in delivering virtual building and plan check reviews and permitting services. This partnership led to a seamless transition of services during the pandemic, allowing for uninterrupted service continuity.

Based on my experience working directly with Transtech's management and staff and the feedback we receive from the Community, City Staff, and other stakeholders, we have been very satisfied with the quality of work and services provided to the City. Based on my direct experience, I would highly recommend their services. If you have any questions, please call me directly at 626-285-2171, ext—4105, or e-mail at bcook@templecity.us.

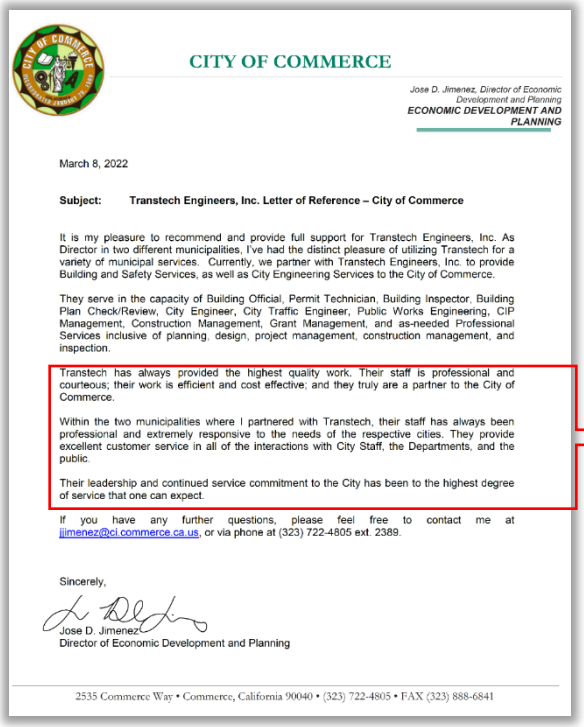
Sincerely,

Bryan Cook
City Manager

Transtech Engineers, Inc. has continuously served the City of Temple City since 2012, providing a full array of City Engineering, Building and Safety, and Construction Management services. Throughout their tenure in Temple City, where I have served as City Manager since 2014, they have cost-effectively provided high-quality services with highly qualified professionals and expertise which has been of excellent service to Temple City.

Transtech employees and management are responsive to any issues and requests and provide expert advice to complex and day-to-day municipal concerns. The Transtech team provides the City of Temple City with a broad array of municipal services, including serving as the City Engineer, City Building Official, CIP Project Construction Manager, and City Traffic Engineer. In addition, the firm provides the City with Building Plan Check Review and, as needed, Professional Services, including planning, public works project design and compliance services, building and public works inspection services, and construction management services.

Transtech serves as a vital and critical partner to the City of Temple City in delivering excellent service to the community. For example, during the pandemic, the City continued providing building and engineering services mainly due to the partnership with the City staff and Transtech management and employees in delivering virtual building and plan check reviews and permitting services. This partnership led to a seamless transition of services during the pandemic, allowing for uninterrupted service continuity.



CITY OF COMMERCE

Jose D. Jimenez, Director of Economic Development and Planning
ECONOMIC DEVELOPMENT AND PLANNING

March 8, 2022

Subject: Transtech Engineers, Inc. Letter of Reference – City of Commerce

It is my pleasure to recommend and provide full support for Transtech Engineers, Inc. As Director in two different municipalities, I've had the distinct pleasure of utilizing Transtech for a variety of municipal services. Currently, we partner with Transtech Engineers, Inc. to provide Building and Safety Services, as well as City Engineering Services to the City of Commerce.

They serve in the capacity of Building Official, Permit Technician, Building Inspector, Building Plan Check/Review, City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Construction Management, Grant Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection.

Transtech has always provided the highest quality work. Their staff is professional and courteous; their work is efficient and cost effective; and they truly are a partner to the City of Commerce.

Within the two municipalities where I partnered with Transtech, their staff has always been professional and extremely responsive to the needs of the respective cities. They provide excellent customer service in all of the interactions with City Staff, the Departments, and the public.

Their leadership and continued service commitment to the City has been to the highest degree of service that one can expect.

If you have any further questions, please feel free to contact me at jjimenez@ci.commerce.ca.us, or via phone at (323) 722-4805 ext. 2389.

Sincerely,

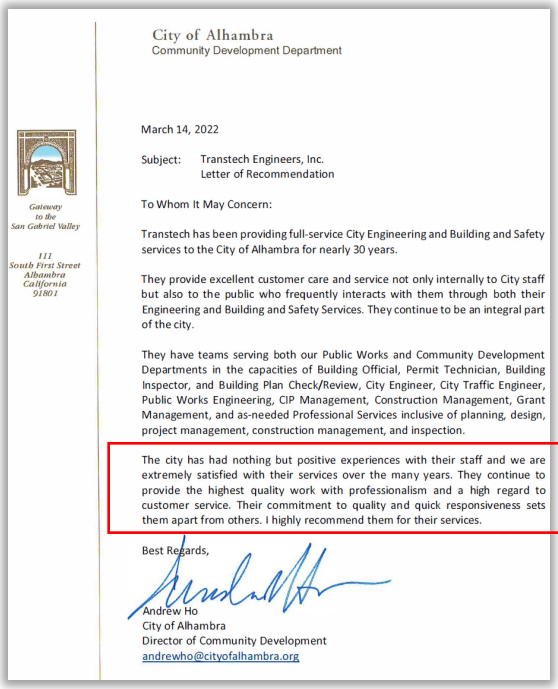
Jose D. Jimenez
Director of Economic Development and Planning

2535 Commerce Way • Commerce, California 90040 • (323) 722-4805 • FAX (323) 888-6841

Transtech has always provided the highest quality work. Their staff is professional and courteous; their work is efficient and cost effective; and they truly are a partner to the City of Commerce.

Within the two municipalities where I partnered with Transtech, their staff has always been professional and extremely responsive to the needs of the respective cities. They provide excellent customer service in all of the interactions with City Staff, the Departments, and the public.

Their leadership and continued service commitment to the City has been to the highest degree of service that one can expect.



City of Alhambra
Community Development Department

Gateway to the San Gabriel Valley

111 South First Street Alhambra California 91801

March 14, 2022

Subject: Transtech Engineers, Inc.
Letter of Recommendation

To Whom It May Concern:

Transtech has been providing full-service City Engineering and Building and Safety services to the City of Alhambra for nearly 30 years.

They provide excellent customer care and service not only internally to City staff but also to the public who frequently interacts with them through both their Engineering and Building and Safety Services. They continue to be an integral part of the city.

They have teams serving both our Public Works and Community Development Departments in the capacities of Building Official, Permit Technician, Building Inspector, and Building Plan Check/Review, City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Construction Management, Grant Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection.

The city has had nothing but positive experiences with their staff and we are extremely satisfied with their services over the many years. They continue to provide the highest quality work with professionalism and a high regard to customer service. Their commitment to quality and quick responsiveness sets them apart from others. I highly recommend them for their services.

Best Regards,

Andrew Ho
City of Alhambra
Director of Community Development
andrewho@cityofalhambra.org

The city has had nothing but positive experiences with their staff and we are extremely satisfied with their services over the many years. They continue to provide the highest quality work with professionalism and a high regard to customer service. Their commitment to quality and quick responsiveness sets them apart from others. I highly recommend them for their services.

b. Description of community involvement

Community Benefit Enhancement (CBE):
Supporting civic and community activities demonstrates Transtech's commitment to the progress, health, and well-being of the communities we serve. This is something that we take pride in as a company. In services and partnership with our client Cities, we have a proven record of active engagement in City and Community events. This includes involvement or presence at City programs or events, supporting local businesses through the chamber, youth events, hosting workshops, sports, scholarship opportunities, community service, managing homelessness challenges, public safety, crime prevention, or any other community benefit that the City wishes us to be a part of.

Our goal is not just to serve as a consultant (which is what we are best at) but to also be an active partner with our clients and further enhance the City's reputation as an ideal community to live, invest, work, and play. We are deeply committed to maintaining our partnership with our valued customers, its community, and remain open and enthusiastic to receiving input on how to best serve the City's needs today and in the future.

Following are some of the CBE programs we have are proud to be part of:

















Transtech's First Responders Appreciation Initiative:
Giving back to the communities we serve is part of our service philosophy. In response to the global pandemic and the many challenges local businesses experienced, the Transtech Engineers team developed and implemented a unique First Responders Appreciation Initiative that collaborates with local Chambers, supports local restaurants, and





appreciates our community's First Responders. The Transtech team personally picks up the meal orders and delivers them to our First Responders. So far to date, we are proud to share that Transtech's First Responders Appreciation Initiative has provided over 350 meals and beverages from 13 local restaurants in 8 cities serving 6 Police/Sheriff Stations and 13 Fire Stations.

c. Description of any previous involvement with the City

Community Activities in the City of Ontario:
The Transtech Team is committed to providing technical services and support to the City of Ontario as well as actively engaging with the community through supporting, attending, and organizing various civic and community activities in the City. At Transtech, we are committed to the progress, health, and well-being of the communities we serve. This is something that we take pride in as a company.

In services and partnership with the City of Ontario, we have a proven record of active engagement in City and Community events. This includes involvement or presence at City programs or events, youth/school events, scholarship opportunities, community service, or and other ways to serve the community.

Our goal is to not only serve as your consultant but as an active community partner with our clients to further enhance the City's reputation as an ideal community to live, invest, work, and play. We are deeply committed to maintaining our partnership with our valued customers, its community, and remain open and enthusiastic to receiving input on how to best serve the City's needs today and in the future.

Transtech is actively engaged with the City of Ontario and neighboring communities. Below is a list of some of the City of Ontario related community programs we are proud to partner with:

- ✓ 2020 Annual Employee Appreciation Holiday Event
- ✓ 2021 Employee Recognition Dinner
- ✓ 2021 Promise Scholars Golf Tournament
- ✓ 2021 Annual Employee Appreciation Holiday Event
- ✓ 2022 Ontario State of The City
- ✓ 2022 Promise Scholars Golf Tournament
- ✓ 2022 Citizens for a Strong Ontario Campaign
- ✓ 2022 Annual Employee Appreciation Holiday Event
- ✓ 2023 Ontario State of The City Address
- ✓ 2023 Promise Scholars Golf Tournament

d. A statement that the Proposer has no conflicts of interest in connection with providing the Services

Transtech has no conflicts of interest in connection with providing the Services.

12. Certification of Proposal

"The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."



Ali Cayir, PE
Principal

13. Appendices

a. Proof of DIR Registration

Page 3 of City's RFP requires proof of **DIR Registration**. The RFP indicates that *pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR").* ***No proposal will be accepted nor any contract entered into without proof of the proposer's and subcontractors' current registration with the DIR to perform public work.***

Per the above requirement, following are proof of DIR registration of Transtech and its sub-consultants:

Name	***DIR No.***
PRIME CONSULTANT: TRANSTECH ENGINEERS, Inc.	*1000062980*
SURVEY SUPPORT: VANLENCO, Inc.	*1000050259*
LANDSCAPE ARCHITECTURE SUPPORT: WITHERS & SANDGREN, Ltd.	*1000571165*
GEOTECHNICAL ENGINEERING SUPPORT: GEO-ADVANTEC, Inc.	*1000017767*
FUNDING / LABOR COMPLIANCE SUPPORT: AVANT GARDE, Inc. (DBE/WBE Firm)	*1000441070*
RIGHT-OF-WAY AND UTILITY CONSULTING SUPPORT, EPIC Land Solutions, Inc.	*1000054135*
ARCHITECTURAL, STRUCTURAL, MEP CONSULTING SUPPORT: IDS GROUP, Inc.	*1000034536*
ENVIRONMENTAL CONSULTING SUPPORT: IMPACT SCIENCES, Inc. (DBE/WBE Firm)	*1000456902*
HAZ-MAT TESTING CONSULTING SUPPORT: PROPERTY HEALTH, Inc.	*1000806681*

Please see below copies of DIR registration print outs from California Department of Industrial Relations.

PRIME CONSULTANT: TRANSTECH ENGINEERS, Inc.

TRANSTECH ENGINEERS, INC.

Detail:

Registration Number:	1000062980
Status:	Active
CSLB Number:	723985
Legal Entity Type:	Corporation
Mailing Address:	13367 BENSON AVENUE CHINO CA 91710
County:	San Bernardino
Craft:	Consultant
Email:	info@transtech.org

SURVEY SUPPORT: VANLENCO, Inc.

VANLEN CONSULTANTS

Detail:

Registration Number:	1000050259
Status:	Active
CSLB Number:	
Legal Entity Type:	Corporation
Mailing Address:	5015 canyon crest dr, ste.205 RIVERSIDE CA 92507
County:	Riverside
Craft:	Consultant;Field Surveyor
Email:	kenp@vanlenco.com

LANDSCAPE ARCHITECTURE SUPPORT: WITHERS & SANDGREN, Ltd., *Inc.*

Withers & Sandgren, Ltd

Detail:

Registration Number:	PW-LR-1000571165
Status:	Active
CSLB Number:	
Legal Entity Type:	Corporation
Mailing Address:	20948 Tulsa Street Chatsworth CA 91311
County:	Los Angeles
Craft:	Consultant
Email:	lacey@withersandsandgren.com

GEOTECHNICAL ENGINEERING SUPPORT: GEO-ADVANTEC, Inc.

GEO-ADVANTEC, INC.

Detail:

Registration Number:	1000017767
Status:	Active
CSLB Number:	
Legal Entity Type:	Corporation
Mailing Address:	457 WEST ALLEN AVENUE, SUITE 113 SAN DIMAS CA 91773
County:	Los Angeles
Craft:	Inspector/Field Soils, Material Tester
Email:	landerson@geoadvantec.com

FUNDING / LABOR COMPLIANCE SUPPORT: AVANT GARDE, Inc. (DBE/WBE Firm)

ADVANCED AVANT GARDE INC

Detail:

Registration Number:	PW-LR-1000441070
Status:	Expired
CSLB Number:	
Legal Entity Type:	Corporation
Mailing Address:	3670 West Temple Avenue, STE 278 Pomona CA 91768
County:	Los Angeles
Craft:	Consultant
Email:	asanchez@agi.com.co

RIGHT-OF-WAY AND UTILITY CONSULTING SUPPORT, EPIC Land Solutions, Inc.

EPIC LAND SOLUTIONS, INC

Detail:

Registration Number:	1000054135
Status:	Active
CSLB Number:	
Legal Entity Type:	Corporation
Mailing Address:	1971 W 190th Street, Suite 200 TORRANCE CA 90504
County:	Los Angeles
Craft:	Consultant
Email:	accounting@epicland.com

ARCHITECTURAL, STRUCTURAL, MEP CONSULTING SUPPORT: IDS GROUP, Inc.

IDS GROUP, INC.

Detail:

Registration Number:	1000034536
Status:	Active
CSLB Number:	
Legal Entity Type:	Corporation
Mailing Address:	1 PETERS CANYON ROAD, SUITE 130 IRVINE CA 92606
County:	Orange
Craft:	Consultant;General Engineering;Parking
Email:	rami.elhassan@idsgi.com

ENVIRONMENTAL CONSULTING SUPPORT: IMPACT SCIENCES, Inc. (DBE/WBE Firm)

Impact Sciences.

Detail:

Registration Number:	PW-LR-1000456902
Status:	Active
CSLB Number:	
Legal Entity Type:	Corporation
Mailing Address:	811 W. 7th Street, #200 Los Angeles CA 90017
County:	Los Angeles
Craft:	Consultant
Email:	mlira@impactsciences.com

HAZ-MAT TESTING CONSULTING SUPPORT: PROPERTY HEALTH, Inc.

PROPERTYHEALTH, INC.

Detail:

Registration Number:	PW-LR-1000806681
Status:	Active
CSLB Number:	
Legal Entity Type:	Corporation
Mailing Address:	21922 Cortina Place Chatsworth CA 91311
County:	Los Angeles
Craft:	Consultant
Email:	propertyhealth@gmail.com

b. Non-Collusion Declaration

NON-COLLUSION DECLARATION

NAME OF PROPOSER: TRANSTECH ENGINEERS, INC.

The undersigned declares:

I am the Principal of Transtech Engineers, Inc., the party making the foregoing Bid.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal Price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal Price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on: February 21, 2023 [date], at Chino [city], California [state].

Name of Proposer Transtech Engineers, Inc.

Signature

Name and Title Ali Cayir, Principal

Dated February 21, 2023

City Proposal Form - Non-collusion Declaration

8. Fee Proposal

Below is Transtech's Schedule of Hourly Rates.

TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
Effective through June 30, 2023
Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING			
Field Technician	$80	-	$90
Engineering Technician	$90	-	$100
Assistant CAD Drafter	$100	-	$115
Senior CAD Drafter	$115	-	$130
Associate Designer	$130	-	$145
Senior Designer	$145	-	$160
Design Project Manager	$180	-	$190
Assistant Engineer	$110	-	$120
Associate Civil Engineer	$135	-	$145
Senior Civil Engineer	$190	-	$210
Traffic Analyst Technician	$95	-	$105
Associate Traffic Analyst	$140	-	$150
Senior Traffic Analyst	$150	-	$160
Professional Transportation Planner	$160	-	$175
Traffic Engineer Technician	$90	-	$100
Associate Traffic Engineer	$135	-	$145
Traffic Engineer	$160	-	$175
Senior Traffic Engineer	$175	-	$195
Project Manager	$175	-	$195
Senior Project Manager	$195	-	$215
Deputy City Engineer	$160	-	$180
City Engineer	$180	-	$195
Principal Engineer	$195	-	$215
BUILDING & SAFETY			
Permit Technician	$70	-	$80
Plan Check Technician/Analyst	$100	-	$120
Building Inspector	$120	-	$125
Senior Inspector	$125	-	$135
Plans Examiner/Checker	$135	-	$150
Plan Check Engineer	$150	-	$160
Deputy Building Official	$150	-	$160
Building Official	$160	-	$170

CONSTRUCTION MANAGEMENT			
Labor Compliance Analyst	$140	-	$145
Funds Coordinator	$145	-	$155
Office Engineer	$140	-	$150
Construction Inspector	$135	-	$145
Senior Construction Inspector	$145	-	$155
Construction Manager	$155	-	$175
Resident Engineer	$175	-	$190
PUBLIC WORKS INSPECTION			
Public Works Inspector	$135	-	$145
Senior Public Works Inspector	$145	-	$155
Supervising PW Inspector	$155	-	$165
SURVEY AND MAPPING			
Survey Analyst	$140	-	$145
Senior Survey Analyst	$145	-	$150
2-Man Survey Crew	$330	-	$340
Survey & Mapping Specialist	$175	-	$185
Licensed Land Surveyor	$200	-	$210
FUNDING & GRANT WRITING			
Funds Analyst	$140	-	$145
Senior Funds Analyst	$145	-	$155
Grant Writer	$160	-	$170
Funds & Grant Project Manager	$180	--	$190
PLANNING			
Community Development Technician	$75	-	$85
Planning Technician	$85	-	$95
Assistant Planner	$95	-	$115
Associate Planner	$115	-	$135
Senior Planner	$135	-	$160
Planning Manager	$160	-	$180
ADMINISTRATIVE STAFF			
Administrative/Clerical	$65	--	$75
Project Accountant	$75	--	$85

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

CITY OF ONTARIO *Agenda Report* **March 5, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC. FOR ON-CALL GEOTECHNICAL CONSULTING, MATERIALS TESTING, AND SPECIAL INSPECTION SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 4 to the Professional Services Agreement with Kleinfelder, Inc., of Ontario, California, to provide on-call geotechnical consulting, materials testing, and special inspection services for the City Hall Expansion - Parking Structure Project in the amount of $461,981 for a total contract amount not-to-exceed $928,535.

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 Fiscal Year 2023-24 Adopted Budget includes appropriations in the Capital Projects Fund for this project. The proposed Amendment No. 4 for the geotechnical consulting, materials testing, and special inspection services for the City Hall Expansion – Parking Structure Project is a not to exceed amount of $461,981 for a total not-to-exceed contract amount of $928,535.

BACKGROUND & ANALYSIS: Amendment No. 4 to the Professional Services Agreement with Kleinfelder, Inc. had previously been approved by the City Council on November 21, 2023. However, Staff identified that the not-to-exceed contract amount of $511,746 listed on the agenda report and contract was incorrect. Staff is now recommending approving Amendment No. 4 to the on-call Professional Services Agreement with Kleinfelder, Inc. to reflect the correct not-to-exceed contract amount of $928,535.

The City Hall Expansion includes a new Fire Station 01, Fire Administration Building, New City Hall Annex, and a Parking Structure. Kleinfelder, Inc. completed the Phase 1 Geotechnical Survey for the City Hall Parking Structure and is familiar with the project scope. Construction of the City Hall Parking Structure will require additional geo-technical surveys along with special inspections.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND KLEINFELDER, INC.

1. Parties and Date.

This Amendment No. 4 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Kleinfelder, 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 "On-Call Material Testing & Geotechnical Engineering Services" dated March 7, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to add Special Inspection and additional Geotechnical Services for D&C22-012 City Hall Parking Structure and increase the not to exceed amount by **FOUR HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS ($461,981.00).** The Parties have heretofore entered into the Amendment No. 1 dated April 4, 2023, Amendment No. 2 dated May 2, 2023, Amendment No. 3 dated May 17, 2023,

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 3.2.4 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2.1, Exhibit A of the Agreement is hereby amended in its entirety to read as follows:

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 "A"

and attached hereto and incorporated herein by reference. The total compensation shall not exceed **Nine Hundred Twenty-Eight Thousand Five Hundred Thirty-Five Dollars ($928,535)** 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" – 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. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

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. 4.

3.4 Severability. If any portion of this Amendment No. 4 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. 4 TO PROVIDE MATERIAL TESTING AND GEOTECHNICAL ENGINEERING SERVICES BETWEEN THE CITY OF ONTARIO AND KLEINFELDER, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 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

KLEINFELDER, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

September 11, 2023
Kleinfelder Proposal No.: MW180685.001P

City of Ontario
Mr. Daniel Beers
1333 S. Bon View Avenue
Ontario, California 91761

SUBJECT: Request for Additional Authorization to Provide Special Inspection and Materials Testing Services
Parking Structure & Storm Drain Installation Project
Intersection at East D Street and North Sultana Avenue
Ontario, California 91764

Dear Mr. Beers:

Kleinfelder Inc. is pleased to present this request for additional authorization to provide special inspection and materials testing services for the subject project. Kleinfelder has recently completed a geotechnical investigation on this site which consisted of document research, performance of onsite borings, laboratory testing, engineering evaluation, and report preparation. Our knowledge of the existing site conditions provides additional benefits to the City as the project moves into construction. This request for additional authorization includes a description of our understanding of the project, our proposed scope of services, and our estimated fees.

Kleinfelder is committed to providing quality service to its clients, commensurate with their wants, needs, and desired level of risk. If a portion of this request for additional authorization does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, and scheduling may result in changes to the risks assumed by the client, as well as adjustments to our fees.

The purpose of our services is to provide quality assurance inspection and testing to assess compliance with the project plans and specifications during construction. This request for additional authorization is based on our knowledge of the project and recent experience with similar type projects. The following information forms the basis of this request for additional authorization and cost estimate.

PROJECT UNDERSTANDING

Kleinfelder understands that the City of Ontario plans to construct a new 6½ -story above ground parking structure south of the proposed Fire Station No. 1 located southwest of the intersection at East D Street and North Sultana Avenue. We anticipate that the design-build parking structure will be constructed with reinforced concrete and encompass an approximately 48,750 square foot area. Additionally, the property includes an existing 24-inch storm drain line and existing drainage

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620 S. Magnolia Bldg. G, Ontario, CA 91762 p | 909-.657.1716 f | 909.988.0185

system located on North Sultana Avenue. Given the redevelopment of the property, the City plans to discontinue the existing storm drain line and install a new storm drain connecting to the existing drainage infrastructure on North Sultana Avenue.

During construction, the project will require onsite testing and observation services for soil and asphalt as well as onsite inspection services during placement of rebar, masonry components, concrete, and post-tensioning. We understand onsite welding inspections for the manufactured stairs may also be required. At the time of our request for additional authorization preparation, a construction schedule, project plans, and project specifications were not available for our review.

SCOPE OF SERVICES

Kleinfelder will provide special inspection and materials testing services on an as-requested basis for the parking structure and storm drain installation project. Our services will include onsite observation, inspection, and materials testing during site grading, utility trench backfill, site and trench paving, reinforcing steel and tendon placement, Portland cement concrete placement, structural masonry placement, post-tensioning, bolting, welding, and all associated laboratory testing.

During construction we anticipate assisting the City of Ontario with contractor submittal reviews. We anticipate these reviews will include proposed Portland cement concrete mix designs. Following completion of our special inspection and materials testing services we will prepare final summary reports of our observations, inspections, and materials testing services.

Our services will be coordinated with the City's onsite representatives. The overall proposed scope of Kleinfelder services are provided in the following tasks which provide the basis of our cost estimate.

SPECIAL INSPECTION & MATERIALS TESTING SERVICES

Site Grading & Utility Trench Backfill

We will provide a field technician working under the supervision of a Geotechnical Engineer to perform observation and compaction testing services during site grading and utility trench backfill activities. This service will also include onsite observation and testing during placement of aggregate base. In general, our services will be provided on a continuous basis during site grading and utility trench backfill operations.

During construction, samples of the engineered fill soils and aggregate base will be collected for laboratory maximum density/optimum moisture content determinations. Additionally, samples of pipe bedding materials will be collected for laboratory sand equivalent value testing. We anticipate samples of aggregate base will be collected for R-value determinations, sand equivalent value, sieve analysis, and Los Angeles abrasion testing to assess conformance with data provided in the geotechnical report and/or contractor submittals.

Structure Access/Trench Paving

Our services will include preparation of the subsurface materials prior to surface paving and monitoring of the surfacing materials upon arrival to the site. Our representative will notify the City Inspector immediately should conditions exceed accepted ranges for the material type placed. In-place density testing and monitoring of construction materials will be performed continuously during placement activities. Samples of the construction materials will be collected daily for

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laboratory testing. At this time, we anticipate that vehicular access to the parking structure and storm drain trench paving will consist of placement of asphalt concrete on crushed aggregate base. Field sampling and laboratory testing for asphalt paving is expected to include stability value (S-value), laboratory test maximum density (LTMD), binder content, and gradation on composite samples. Should Portland cement concrete be utilized as the surfacing material for vehicular access to the parking structure, we will perform onsite sampling and preparation of field cast specimens for laboratory compressive strength determinations.

Portland Cement Concrete Placement

Kleinfelder will provide ACI certified field technicians and ICC certified special inspectors to observe and test structural concrete. Our inspectors will observe placement, sample, and test structural concrete used in footings, columns, beams, slab-on-grade, and post tensioned decks. Our field services will include monitoring of slump, mix-design identification, temperature testing, time of batching/placement, mixing time, and casting of concrete cylinders for compression testing of structural concrete delivered to the site. We will pick up and deliver concrete specimens to our laboratory for compressive strength testing.

We have assumed that Portland cement concrete batch plant inspection will not be required. If requested, Kleinfelder can provide batch plant inspection after receiving appropriate authorization from the City. We anticipate that the contractor will provide the proper submittals for concrete that will eliminate the need for qualification testing by us, therefore our fee does not include testing of concrete aggregates for acceptance testing.

Placement of Reinforcing Steel and Tendons

Kleinfelder will provide an ICC certified special inspector to inspect placement of the reinforcing steel and post-tensioned tendons prior to placement of concrete. Reinforcing steel is checked for size, spacing, type, grade, identification, placement, and configuration. Tendons are checked for size, type, identification, spacing, profile, and alignment. Stressing of tendons will be observed on a continuous basis and stresses and elongations will be recorded. We will also collect samples of reinforcing steel and tendons which will be transported to our facility for laboratory testing as required by the project plans and specifications.

Structural Masonry Observation

During the lay-up of masonry units, our ICC certified special inspector will inspect reinforcing steel utilized during masonry construction activities for size, grade, vertical and horizonal placement, and clearances. Additionally, they will observe if cleanouts are provided for the first course of each pour if high lift method is used, mortar ingredients and batching techniques, and they will prepare mortar compression test specimens for laboratory testing.

During grouting observations, our inspector will observe the grout mix for conformance to the approved mix design, slump is in general accordance with specifications, and consolidation during placement and later during reconsolidation. Our inspector will monitor time between batching of grout, flow of grout throughout wall, grout pour height, and they will prepare grout specimens and/or prisms.

Our inspector will collect samples of mortar, grout, and composite masonry prisms following field curing for transportation to our laboratory for further curing and determination of compressive strength.

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Field Welding and Bolting Inspection

During field welding observations, our ICC certified special inspector will check all welders' certifications and the Welding Procedure System (WPS). We will inspect joints for proper preparation, including bevel, root faces, and root opening. Continuous inspection will be performed on complete and partial joint penetration groove welds, multiple pass fillet welds, slot welds, and single pass fillet welds as required by the contract documents.

At this time, we anticipate that structural steel components will be fabricated in a City of Los Angeles approved fabrication shop and will reduce onsite welding inspections and eliminate the need for fabrication shop inspection services by Kleinfelder.

During high strength bolting observation, we will review type of joint specified, check bolts, nuts, and washers for compliance to project specifications, review the procedure for installation of bolts, monitor the installation of bolts to verify the selected installation procedure is properly used to tighten and torque the bolts per the project requirements.

LABORATORY TESTING SERVICES

Our laboratory testing will be conducted in general accordance with ASTM procedures. Samples collected from the job site will be secured and delivered to our local Ontario laboratory for testing as required. Our budget for materials testing includes laboratory maximum density/optimum moisture content; sieve analysis; sand equivalent value; Los Angeles abrasion; asphalt stability value; asphalt binder content and gradation; laboratory test maximum density; R-value determinations; compressive strength testing of concrete, masonry block, masonry mortar, masonry prisms, and masonry grout; tension, elongation, and bend testing of reinforcing steel; and tension and elongation for PT strands to check conformance with the project specifications.

Laboratory testing will be performed in accordance with the plans, specifications, and local jurisdictional requirements to evaluate whether the materials comply with project requirements and are suitable for their intended use. Results of laboratory testing will be reviewed and prepared in typewritten reports for submittal to the appropriate City staff, project manager, and designated team members. Results of tests indicating material not meeting minimum project requirements will be immediately communicated with the project design professionals.

PROJECT MANAGEMENT & ADMINISTRATION

Kleinfelder's Project Manager, Mr. Mike Dorsch, will coordinate our services with the City and other stakeholders. Mr. Dorsch will be supported with in-house special inspectors and technicians from our local Ontario office and laboratory having the appropriate experience and certifications necessary to perform observations, inspections, and materials testing services on the project site.

Construction Meetings

Our proposed scope of services and fee estimate includes attendance at a pre-construction conference. During this meeting we will identify the project team members, their project roles for development of a distribution list of our reports, review the construction schedule, and discuss potential construction concerns. We have also included attendance during additional construction meetings to be held during construction activities.

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Technical Management

Kleinfelder will provide technical consultation. These services may include field observations, research, as requested engineering review, interpretation of laboratory results, communication, and generation of requested professional recommendations.

DFRs summarizing the work performed and conformance of the work with the project requirements will be reviewed by our project manager. Items found in non-compliance with the project requirements will be brought to the attention of the general contractor's construction superintendent, and the City's representative immediately upon findings.

Final Reports

Upon completion of the parking structure pad, a final pad report will be provided detailing in-place density and moisture results for all tests taken. At the completion of the project, a final summary report will be prepared to document all our special inspection and materials testing services.

As-Needed Additional Consultation

If needed, we can provide other services that may be required during construction, such as reviewing structural design calculations, material submittals (in addition to those previously mentioned) and responding to requests for information (RFIs). If requested, these services will be invoiced at our approved fee rates with the City of Ontario.

ASSUMPTIONS

During our request for additional authorization preparation certain assumptions were required based on the available information provided. The following assumptions were made based on the provided information:

- No construction schedule, project plans, and/or project specifications were provided at the time of request for additional authorization preparation;
- Work will be performed during normal business hours, typically between 6 AM and 5 PM;
- Overtime services will not be required (more than eight hours per day, Saturday, Sunday, holidays, etc.);
- Work is subject to payment of California Prevailing Wages;
- Laboratory and field testing will be performed is general accordance with ASTM standards;
- The cost of any equipment (i.e. scaffold, scissor lifts, telescopic booms, ladders, shoring, etc.) to gain access to any area requiring inspection or sampling of materials is not included in this request for additional authorization;
- We are not providing fabrication shop inspection and/or batch plant inspection for asphalt concrete or Portland cement concrete;
- Out of town travel (more than 50 miles from the project site) and/or lodging will not be required;
- Preparation of supplemental reports and addendum letters and review of plans and specifications are not included in our fee; and
- Responses to review agencies or additional work that may be requested by reviewing agencies are not included.

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It should be noted our services will not include: (1) supervision, direction, or acceptance of the contractor's work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested by the client in writing); or (4) job site safety.

ESTIMATED FEE

We propose our services be compensated on a time-and-expense basis as shown in our attached fee estimate. For the scope of work outlined above, we will use the current approved rates associated with our on-call contract with the City of Ontario. We have estimated an approximate budget of **$461,981.^{00}** for this project, as reflected in the attached time-and-expense Table 1 - Fee Estimate. It should be noted that the fee rates shown in Table 1 - Fee Estimate are inclusive of standard equipment charges. We do not anticipate using equipment that is non-standard (coring equipment, rebar locators, or other non-standard equipment) for this project.

A “show-up” fee for scheduled services that are canceled after arrival if any, will incur a two-hour minimum charge. All field inspection and testing services are based on portal-to-portal from our local Ontario office and laboratory and will be billed in accordance with the Basis of Charges on the attached Table 1 - Fee Estimate.

It should be noted that the fees above do not anticipate overtime or double time work on the project. The rates associated with overtime and double time work are 1.5 and 2.0 times the listed hourly rates in Table 1 - Fee Estimate. Overtime for our services is defined as work on the project by a single person in excess of eight hours per day. Double time for our services is defined as time worked in excess of 12 hours per day (M-F), in excess of 12 hours per day on Saturday, and all time worked on Sundays and holidays. Overtime work can significantly impact our testing and inspection budget for the project. While we will be diligent in our attempts to keep overtime to a minimum, please be aware that contractor scheduling and performance are the primary causes for overtime work. Proficient contractor performance and scheduling minimizes additional testing and inspection time, consequently resulting in lower total fees. In the event conditions arise which are beyond our control, were unknown at the time this request for additional authorization was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

Our estimate is provided on a time-and-expense basis. It should be noted that our total fees on the project can fluctuate for a variety of unpredicted reasons beyond our control including weather conditions, the quality and performance of the construction materials used, and the contractor’s team, as well as the contractor’s approach and scheduling of construction sequences. Jurisdictional requirements not identified at the outset of the project, or other unpredictable events that develop over the course of the project, can contribute to additional unplanned inspection or unanticipated engineering consultation not factored into our estimate.

AUTHORIZATION

We anticipate that the City of Ontario will sign the attached Request for Additional Authorization form referencing our Professional Services Agreement (Amendment Number 19). Provided that the approval for this request is consistent with previously negotiated terms and conditions, we will

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execute and return an executed original copy to you for your records. If there is a need for any change in the scope of work or schedule described in this request for additional authorization or changes to the terms and conditions of those previously negotiated, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes' effect on the fee.

All information gathered by Kleinfelder is considered confidential and will be released only to those specified by the construction documents, or to others upon written authorization by the client, or as required by law.

Kleinfelder offers a range of assessment and engineering services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive assessment or engineering yields more information, which may help understand and manage the degree of risk. Since such detailed services involve greater expense, our clients participate in determining the level of service that provides adequate information for their purposes at an acceptable level of risk. Acceptance of this change order will indicate that the City of Ontario has reviewed the scope of services and determined that it does not need or want more services than are being proposed at this time. Any exceptions should be noted and may result in a change in fees.

LIMITATIONS

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for fieldwork will require modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinion and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

This request for additional authorization is valid for a period of 90 days from the date of the request for additional authorization unless a longer period is specifically required in which case that time frame will apply. This request for additional authorization was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

The fee specified in this request for additional authorization is based upon the assumption that the site will be accessible to field personnel. If weather, access, or site conditions restrict our field operations, we may need to revise our fee estimate.

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CLOSURE

We appreciate the opportunity to submit this request for additional authorization and look forward to working with you on this project. If there is a need for any change in the scope of service or schedule described in this request for additional authorization, or if you have any questions or require additional information, please call the undersigned at 909.657.1721.

Sincerely,

KLEINFELDER



Mike Dorsch
Project Manager



Dany Hanna, PE
Client Account Manager

Attachments:

Table 1 – Fee Estimate
Request for Additional Authorization Form

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TABLE 1 – FEE ESTIMATE

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Bright People. Right Solutions.

Table 1 - Fee Estimate
Special Inspection and Materials Testing Services
Parking Structure & Storm Drain Installation Project
Intersection of East D Street and North Sultana Avenue
Ontario, California 91764

PARKING STRUCTURE PROJECT	Number of Visits (Days)	Hours Each Visit (Hours)	Total (Hours)	Rate	Cost	
Special Inspection and Materials Testing Services						
Soil/Asphalt Technician	40	8	320	$138.00	$44,160.00	
Reinforced Concrete Inspector	130	8	1040	$138.00	$143,520.00	
ACI Concrete Technician	40	8	320	$138.00	$44,160.00	
PT Concrete Inspector (2 inspectors per stressing event)	44	8	352	$138.00	$48,576.00	
Structural Masonry Inspector	30	8	240	$138.00	$33,120.00	
Welding & Bolting Inspector	15	8	120	$138.00	$16,560.00	
Sample Pick-up	50	2	100	$105.00	$10,500.00	
ESTIMATED SUBTOTAL						**$340,596.00**
			Total (Units/Ea.)	**Rate**	**Cost**	
Laboratory Testing Services						
Masonry Grout Compression (Assume 15 sets of 4)			60	$40.00	$2,400.00	
Masonry Mortar Compression (Assume 6 sets of 4)			24	$40.00	$960.00	
Masonry Prism Compression (Assume 6 sets of 3)			18	$150.00	$2,700.00	
CMU Absorption and Received Moisture			9	$120.00	$1,080.00	
CMU Compression			9	$125.00	$1,125.00	
CMU Dimension Verification			9	$55.00	$495.00	
Non-Shrink Grout Compression (assume 3 sets of 3)			9	$40.00	$360.00	
Concrete Compression (Assume 85 sets of 5)			425	$40.00	$17,000.00	
Modified Proctor			8	$290.00	$2,320.00	
Modified Proctor Oversize Correction			4	$90.00	$360.00	
Metal Bend			50	$55.00	$2,750.00	
Rebar Tensile, up to No. 11			50	$120.00	$6,000.00	
PT Strand Tensile			15	$205.00	$3,075.00	
Bolt Assembly Suite (Bolt, Nut, Washer)			3	$285.00	$855.00	
Hveem Stability without Compaction			2	$220.00	$440.00	
Unit Weight, Hveem Method			2	$370.00	$740.00	
AC Content by Extraction			2	$260.00	$520.00	
Gradation of Extracted Aggregate			2	$150.00	$300.00	
ESTIMATED SUBTOTAL						**$43,480.00**
			Total (Hours/Units)	**Rate**	**Cost**	
Project Management & Administration						
Project Manager (Planning, Project Management, Review of Project Documents, Meetings)			85	$200.00	$17,000.00	
Geotechnical Engineer (Review, Consultation, Meetings)			20	$210.00	$4,200.00	
Project Administrator			45	$135.00	$6,075.00	
Project Coordination			30	$105.00	$3,150.00	
Parking Structure Pad Report (Lump Sum)			1	$2,000.00	$2,000.00	
Final Observation and Testing Summary Report (Lump Sum)			1	$3,000.00	$3,000.00	
ESTIMATED SUBTOTAL						**$35,425.00**
PARKING STRUCTURE PROJECT - ESTIMATED TOTAL FEE						**$419,501.00**

STORM DRAIN INSTALLATION PROJECT	Number of Visits (Days)	Hours Each Visit (Hours)	Total (Hours)	Rate	Cost	
Materials Testing Services						
Soil/Asphalt Technician	30	8	240	$138.00	$33,120.00	
ESTIMATED SUBTOTAL						**$33,120.00**
			Total (Units/Ea.)	**Rate**	**Cost**	
Laboratory Testing Services						
Modified Proctor			3	$290.00	$870.00	
Sieve Analysis (Coarse & Fine)			1	$200.00	$200.00	
Sand Equivalent Value			2	$180.00	$360.00	
R-Value			1	$390.00	$390.00	
Los Angeles Abrasion, Small Aggregate			1	$240.00	$240.00	
Hveem Stability without Compaction			2	$220.00	$440.00	
Unit Weight, Hveem Method			2	$370.00	$740.00	
AC Content by Extraction			2	$260.00	$520.00	
Gradation of Extracted Aggregate			2	$150.00	$300.00	
ESTIMATED SUBTOTAL						**$4,060.00**
			Total (Hours/Units)	**Rate**	**Cost**	
Project Management & Administration						
Project Manager (Planning, Project Management, Review of Project Documents, Meetings)			10	$200.00	$2,000.00	
Geotechnical Engineer (Review, Consultation, Meetings)			4	$210.00	$840.00	
Project Administrator			8	$135.00	$1,080.00	
Project Coordination			6	$105.00	$630.00	
Final Observation and Testing Summary Report (Lump Sum)			1	$750.00	$750.00	
ESTIMATED SUBTOTAL						**$5,300.00**
STORM DRAIN INSTALLATION PROJECT - ESTIMATED TOTAL FEE						**$42,480.00**

PARKING STRUCTURE & STORM DRAIN INSTALLATION PROJECT - ESTIMATED TOTAL FEE **$461,981.00**

This fee estimate assumes that prevailing wage laws apply to the subject project

BASIS OF CHARGES

(Portal-to-Portal from Kleinfelder's Ontario Office)

HOURS WORKED	HOURS / PREMIUMS BILLED
Show up / work cancelled	2
0 - 8	Actual Hours Worked
8 - 12 and Saturday	Time and One-Half
Greater than 12, Sundays, and Holidays	Double Time

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REQUEST FOR ADDITIONAL AUTHORIZATION FORM

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Request for Additional Authorization

Issued pursuant to the Professional Service Agreement and Amendment No. 19 by and between the City of Ontario and Kleinfelder, Inc. (Kleinfelder).

Client Name: City of Ontario

Kleinfelder Project No: 20230123.002A

Project Name: Proposed Parking Structure Project (D Street Parking Structure)

Work Order Type: (Check One)

☒ Time-and-Materials
☐ Fixed-Price

Kleinfelder Office: Ontario

Kleinfelder Contact Name: Mike Dorsch

1. SCOPE OF WORK: Added special inspection and materials testing services. See attached document for a detailed description of proposed services.
2. LOCATION/CLIENT FACILITY INVOLVED: Intersection at East D Street and North Sultana Avenue in the City of Ontario.
3. PERIOD OF PERFORMANCE: As requested.
4. AUTHORIZED FUNDING: See below.
   - Original Project Cost: $35,074.00
   - Requested Additional Authorization Fee: $461,981.00
   - **New Project Total: $497,055.00**
5. SPECIAL PROVISIONS: N/A

NOTICE TO PROCEED IS GIVEN ON (DATE): September 11, 2023

CLIENT: CITY OF ONTARIO	**KLEINFELDER, INC.:**
By: _____	**By:** _____
Printed Name: _____	Printed Name: Mike Dorsch
Title: _____	Title: Project Manager
Address: _____	Address: 620 S. Magnolia Avenue, Building G Ontario, CA 91762

CITY OF ONTARIO *Agenda Report* **March 5, 2024**	**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: 8

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STETSON ENGINEERING INC. FOR THE EVALUATION OF AN ADVANCED WASTEWATER PURIFICATION FACILITY ALTERNATIVE SUPPLY PROGRAM PROJECT**

RECOMMENDATION: That the City Council approve and authorize the City Manager, or designee to execute Amendment No. 1 to the Professional Services Agreement with Stetson Engineering Inc., of Covina, California, for the Evaluation of an Advanced Wastewater Purification Facility Alternative Supply Program Project for $150,000, for a new total not-to-exceed contract amount of $336,148 and a term from July 19, 2022 to January 1, 2025.

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)
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: Proposed Amendment No. 1 to Stetson Engineering Inc., is for $150,000, for a revised total not-to-exceed amount of $336,148. The Fiscal Year 2023-24 Adopted Capital Improvement Budget includes appropriations from the Water Capital Fund for this project. There is no fiscal impact to the General Fund.

BACKGROUND & ANALYSIS: This work builds upon the results of the Evaluation of an Advanced Wastewater Purification Facility Alternative Supply Program Project awarded to Stetson Engineering Inc. by the City Council on July 19, 2022. A Title XVI Feasibility Study Report is being developed in order for the United States Bureau of Reclamation (USBR) to transmit the study to Congress for consideration of potential grant funding. The City of Ontario desires to develop local water supply in the Chino Groundwater Basin using advanced treated wastewater. The Pure Ontario Water (POW) Project concept will be further developed in this USBR Title XVI Feasibility Study. With uncertainty in imported water supplies from the State Water Project during drought years, the development of new local water supplies provides reliability to support growth while maximizing use of recycled

water for both local and State-wide benefit. “New” supplies in this region can be reliably developed by utilizing wastewater flows that would otherwise be “wasted”.

This Feasibility Study will meet all the requirements detailed in Reclamation Manual Directives and Standards WTR-11-01. The POW will utilize fully advanced treated wastewater that has been produced in the Chino Basin and is compliant with local wastewater and recycled water permit regulations. The product water from full advanced wastewater treatment may be used beneficially for indirect potable reuse through direct injection into groundwater storage for future use. The POW will include full advanced treatment in the Advanced Wastewater Purification Facility (AWPF) and will be evaluated for different alternative capacity scenarios. A feasibility level design and cost estimate for the POW and schedule of implementation will be included in this Project, compliant with USBR guidelines.

The scope of work also includes supporting services for responding to any USBR comments the City of Ontario may receive after submitting the Feasibility Study to USBR.

On April 2022, a proposal from Stetson Engineering Inc. of Covina, California was received for Professional Services for the Evaluation of an Advanced Wastewater Purification Facility Alternative Supply Program. An additional proposal was received October 2023, for continuation of Professional Services for the Evaluation of an Advanced Wastewater Purification Facility Alternative Supply Program Project.

Stetson Engineering Inc. is recommended as a sole source to provide these continued services based on their proposal and unique detailed knowledge after successful completion of the previous contract for the Wastewater and Recycled Water Regulatory Review Project.

CITY OF ONTARIO

303 EAST B STREET | ONTARIO, CALIFORNIA 91764

(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND STETSON ENGINEERS INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered into as of _____, by and between the City of Ontario ("City") and Stetson Engineers 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 "Evaluation of an Advanced Wastewater Purification Facility Alternative Supply Program" dated July 19, 2022 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services, extend the term of the Agreement to January 1, 2025, and to increase the total compensation by $150,000 to a new total of $336,148 for the Evaluation of an Advanced Wastewater Purification Facility Alternative Supply Program contract.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.1.1, Section 3.1.2, and Section 3.2.1 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:

> "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 **water resources** 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."

Exhibit "A" is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from **July 19, 2022**, to **January 1, 2025**, unless earlier terminated as provided herein. 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."

Section 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

"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 **Three Hundred and Thirty-Six Thousand One Hundred and Forty-Eight Dollars and Zero Cents ($336,148)** without written approval of the City Council or City Manager, as appliable. 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 "C" is hereby deleted in its entirety and replaced with Attachment C attached hereto and incorporated herein by reference.

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 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND STETSON ENGINEERS 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

STETSON ENGINEERS INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

ATTACHMENT "A"
SCOPE OF SERVICES

PROJECT UNDERSTANDING

The Pure Ontario Water Project (POW) to be further developed in this United States Bureau of Reclamation (USBR) Title XVI Feasibility Study will address the City of Ontario's (City) regionally-shared desire for the development of more local water supply in the Chino Groundwater Basin. With uncertainty in the availability of imported water supplies (from the State Water Project) during drought years, and the high salt content of imported Colorado River water, the development of new local supplies is both necessary and beneficial, locally and State-wide. "New" supplies in this region can be reliably developed by utilizing wastewater flows that would otherwise be "wasted."

This Feasibility Study will meet all the requirements detailed in Reclamation Manual Directives and Standards WTR-11-01 (Attachment), such that the USBR may transmit the study to Congress for further consideration of funding. The POW will beneficially utilize fully advanced treated (FAT) wastewater that will be produced in the Chino Basin to comply with local permit regulations for wastewater and recycled water. The product water from advanced wastewater treatment may be used beneficially for groundwater recharge and non-potable direct uses, while the product water from *full* advanced wastewater treatment may be used beneficially for additional indirect potable reuse through direct injection into groundwater. The POW will include *full* advanced treatment in the Advanced Wastewater Purification Facility (AWPF) so that direct injection for indirect potable reuse results as a beneficial use. The POW will be evaluated for three Alternative capacity scenarios producing 3 thousand acre-feet per year (TAFY), 3 TAFY with infrastructure enabling expansion to 9 TAFY, and 4.5 TAFY. A feasibility level design and cost estimate for the POW and schedule of implementation will be included in this Project, according to the guidelines provided by the USBR.

Stetson anticipates nine months to complete the Feasibility Study Report (Task 1 - Task 3) and acknowledges that meetings with the Participating Agencies and meetings external to this Project may impact the timing of this Project (as either an accelerated or decelerated timeline). An estimated budget, not to exceed $150,000, and a schedule for completion of the Title XVI Feasibility Study are attached to this proposal. The project schedule provides weekly detail through to the deliverable of the final Feasibility Study Report to the City of Ontario and it's understood that professional services will continue after that time to support the response to any received USBR comments and to participate in continued project meetings.

SCOPE OF WORK

TASK 1: Information Gathering

Stetson has reviewed the detailed guidelines provided by USBR in WTR 11-01 (Attachment) and determined that, while many topics of the requested information have been discussed in prior work with the City of Ontario, certain topics of the Feasibility study require further information gathering from the City of Ontario and others.

a.) Request information from the City of Ontario

Stetson will gather and prepare detailed information requests from the City of Ontario based on USBR guidelines. The information will include but not limited to: current and projected water demands, current and projected water supplies and water quality, existing and future resources, water reclamation and reuse opportunities, water market, potential project challenges, stakeholders, water and wastewater rights, historic properties, customer consultation, legal and institutional responsibilities, future proposed recycled water facilities, and environmental considerations. Stetson will review the available information and documents provided by the City of Ontario, and those resulting from guided research.

b.) Request information from IEUA and others

To comply with USBR guidelines, Stetson will work with the City of Ontario to request information from the Inland Empire Utility Agency (IEUA) and other local parties with jurisdiction and oversight over wastewater, recycled water, and disposal of brine recharge. Water availability information will also be requested from IEUA.

TASK 2: Refinement of the POW Project Alternatives Designs and Cost Estimates, and Compliance with all WTR 11-01 Guidelines

The POW concepts developed in prior scopes of work carried out by Stetson for the City of Ontario will be further developed in this Feasibility Study to provide the level of detail required by USBR guidelines in WTR 11-01.

a.) Define POW alternatives with expanded details pertaining to fully advanced treatment (FAT) and facility design

Stetson will provide a description of the proposed water recycling project including alternatives that vary in their capacity of treatment, producing 3 TAFY, 3 TAFY expandable to 9 TAFY, and 4.5 TAFY.

Stetson will develop the FAT technology treatment details of the POW alternatives at the feasibility level. The work will also provide compliance with the research needs section of WTR 11-01.

b.) Prepare feasibility level cost estimate for the POW alternatives

Feasibility level costs will be estimated utilizing the details developed in Task 2.a. and will follow the guidelines provided by USBR, including "detailed project cost estimate; annual operation, maintenance, and replacement cost estimate; and life cycle costs... with sufficient detail to permit a more in-depth evaluation of the project, including non-construction costs." References, design data, and assumptions will be identified.

c.) Compliance with all other WTR 11-01 Guidelines

i. Prepare economic analysis for the POW alternatives

Stetson will prepare an economic analysis of the POW relative to other water supply alternatives that could be feasibly implemented by the City of Ontario in lieu of the POW. This determination will identify the degree to which the POW is cost effective and describe the economic benefits to be realized after implementation of the POW.

ii. Selection of the POW alternative

Given the information presented in the tasks prior to this one, Stetson will provide a justification of which alternative of the POW is the preferred alternative to meet the City of Ontario's needs.

iii. Determine environmental considerations and potential effects of the POW

With respect to the POW alternative selected in Task 2.c.ii., Stetson will discuss the environmental and regional impacts of the POW, including those on historic properties, "endangered or threatened species, public health or safety, natural resources, regulated waters of the United States, or cultural resources."

Stetson will also provide discussion to assess the mitigation or measures that may be required for future compliance of NEPA and other applicable state and federal laws.

iv. Identify the legal and institutional requirements of, or barriers to, the POW

With respect to the POW alternative selected in Task 2.c.ii., Stetson will identify and discuss the legal and institutional requirements of the POW including water rights issues, permitting procedures, discharge requirements, rights to wastewater discharges and any other responsibilities that may impact the implementation of the POW.

v. Demonstrate financial capability

To fully comply with the financial capability guideline, the City's financial capability if the POW moves to construction will be demonstrated through description of its Measure Q funding sources, and any others indicated by the City. Stetson will draft a proposed schedule of implementation.

TASK 3: Preparation of the Title XVI Feasibility Study Report

a.) Prepare draft report

Stetson will prepare the draft Title XVI Feasibility Study Report utilizing and adhering to the guidelines provided by the USBR in WTR 11-01. Guideline sections will be exactly mirrored in the report and include:

1. Executive Summary
2. Introduction
3. Statement of Problems and Needs
4. Water Reclamation and Reuse Opportunities
5. Description of Alternatives
6. Economic Analysis
7. Selection of the Proposed Title XVI Project
8. Environmental Considerations and Potential Effects
9. Legal and Institutional Requirements
10. Financial Capability of Sponsor
11. Research Needs
12. Appendices

b.) Prepare final report

Comments received from the City on the draft report will be addressed in the final report.

TASK 4: Response to Reclamation Comments

After the final Title XVI Feasibility Study Final Report is submitted to USBR, Stetson will provide support on the review of, and response to, any comments received back from USBR. Stetson will update the Title XVI Feasibility Study Report, as needed.

TASK 5: Project Management and Meetings

Stetson has worked well with City of Ontario staff and understands the importance and productivity of regular meetings with the City. Stetson plans to meet and check-in with staff at the City via phone call or Teams on a monthly basis.

ATTACHMENT "C"
COMPENSATION

ESTIMATED TOTAL COST BY TASK
PROFESSIONAL SERVICES TO PREPARE A TITLE XVI FEASIBILITY STUDY

Tasks		Billing rate ($/hour)	Jeff Helsley, P.E. $216	Xiaoqing Zeng, P.E. $216	Julia Skiplarcoff, P.E. $141	Noah Wasserman, GISP $129	Karen Brunelle $116	Total	Rounded Total
Task 1	Information Gathering		8	20	25	4	8	$10,089	$10,000
Task 2	Refinement of the POW Project Alternatives Designs and Cost Estimates, and Compliance with all WTR 11-01 Guidelines		24	200	180	50	3	$80,562	$80,500
Task 3	Preparation of the Title XVI Feasibility Study Report (draft and final)		20	65	100	40	20	$39,940	$40,000
Task 4	Response to Reclamation Comments		8	8	10	1	0	$4,995	$5,000
Task 5	Project Management and Meetings		20	20	20	0	14	$13,084	$13,000
		Expenses						1,500	1,500
		Total	80	313	335	95	37	$150,170	$150,000

CITY OF ONTARIO *Agenda Report* **March 5, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Angela Truong Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Raymond Lee, Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20449 LOCATED AT THE SOUTHEAST CORNER OF HAVEN AVENUE AND ONTARIO RANCH ROAD**

RECOMMENDATION: That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security and Final Tract Map No. 20449 located at the southeast corner of Haven Avenue and Ontario Ranch Road.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
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: There is no direct fiscal impact associated with this action. All public infrastructure improvements required for this project will be constructed by the Developer at its sole cost.

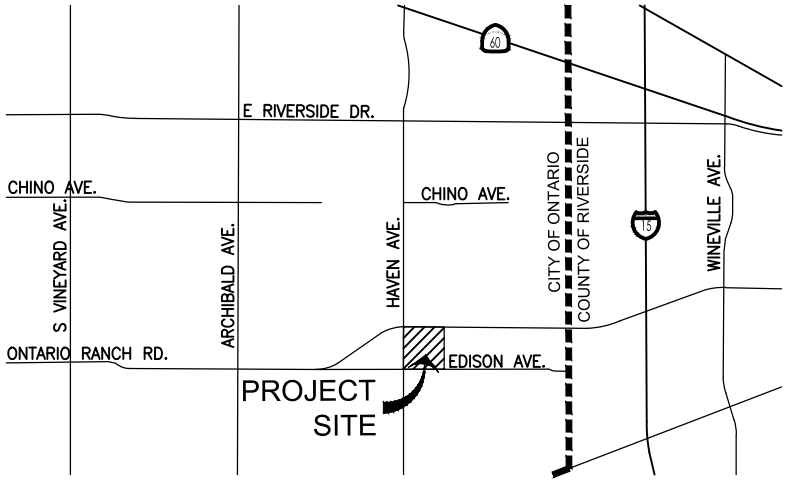
BACKGROUND & ANALYSIS: Final Tract Map No. 20449, consisting of 92 numbered lots and 55 lettered lots on approximately 33 acres of land, as shown on Exhibit A, has been submitted by the Developer, BrookCal Ontario, LLC. Tentative Tract Map No. 20449 was approved by the Planning Commission on April 26, 2022.

Improvements will include streets, storm drain, domestic water main, recycled water main, sewer main, fiber optic conduits, streetlights, raised landscape median and parkway landscaping with irrigation. All landscape improvements will be consistent with current City approved drought measures.

The Developer has entered into an Improvement Agreement with the City for Final Tract Map No. 20449 and has posted adequate security to ensure construction of the required improvements.

This project meets all conditions of the Ontario Municipal Code and has been reviewed and approved by the City Engineer.





VICINITY MAP
N.T.S.

200' 0' 100' 200'

SCALE: 1" = 200'

EXHIBIT A

TM 20449

BROOKFIELD PROPERTIES

P:\110\002\Exhibits\Final Engineering\110-002 Exhibit A.dwg June 20, 2023 9:06 AM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20449 LOCATED AT THE SOUTHEAST CORNER OF HAVEN AVENUE AND ONTARIO RANCH ROAD.

WHEREAS, Tentative Tract Map No. 20449 submitted for approval by BrookCal Ontario, LLC, was approved by the Planning Commission of the City of Ontario on April 26, 2022; and

WHEREAS, Tentative Tract Map No. 20449 consists of 92 numbered lots and 55 lettered lots, in the City of Ontario, County of San Bernardino, State of California, being a portion of the West half of the Northwest quarter of Section 13, Township 2 South, Range 7 West, San Bernardino Meridian; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Tract Map No. 20449, BrookCal Ontario, LLC, has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

WHEREAS, the requirement for the preparation of Covenants, Conditions and Restriction (CC&R's), approved by the City Attorney's Office, to ensure the right to mutual ingress and egress and continued maintenance of common facilities by the commonly affected property owners has been deferred to a date that coincides with the recordation of the subject Tract Map; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ontario, California, as follows:

1. That said Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto; and

2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney.

3. That Final Tract Map No. 20449 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 5th day of March 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST, BEST & KREIGER 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. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held March 5, 2024 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. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held March 5, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: City Engineer

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 20449

between

THE CITY OF ONTARIO

a California municipal corporation

and

BrookCal Ontario LLC,

a Delaware Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 20449

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 2023, by and between the City of Ontario, a California municipal corporation ("City") and BrookCal Ontario LLC, a Delaware Limited Liability Company, with its principal office located at 3200 Park Center Dr., Suite 1000, Costa Mesa, CA 92626 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Ontario Planning Commission on April 26, 2022. The tentative tract map is identified in City records as Tract Map No. 20449 ("Map").

B. Developer has not completed all of the work or made all of the public improvements required by the City's Municipal Code, the Subdivision Map Act (California Government Code section 66410, *et seq.*) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to the City's Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

D. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final Map for the Property.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of San Bernardino; (c) the approving body per the Ontario Development Code approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of San Bernardino. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all

applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the

assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

3.1 Landscaping and Existing Irrigation Systems. Developer shall plant and maintain parkway trees and landscaping as provided in Section 10-2.07 of the City Municipal Code, and as directed by the Public Facilities Department. The Developer shall also be responsible for the replacement, relocation or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following approval of the final Map. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City. It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Encroachment Permit. Developer shall obtain any necessary encroachment permits from the office of the City Engineer prior to start of any work within the public rights-of-way, and the Developer shall conduct such work in full compliance with the regulations and other requirements contained therein. The Developer shall be responsible for the removal of all loose rock and other debris from the public rights-of-way resulting from work done on adjacent property

or within said rights-of-way. Work done within existing public rights-of-way shall be diligently pursued to completion with minimal obstruction or inconvenience to the public and pursuant to the terms of the encroachment permit and any applicable federal, state or local laws, rules or regulations. The City shall have the right to complete any and all work in the event of unjustified delay in completion, and to recover all costs and expenses incurred from the Developer or its surety by any lawful means. Non-compliance with the terms of the encroachment permit or any applicable federal, state or local laws, rules or regulations may result in the City's cessation of the work and assessment of any applicable penalties or other remedies. Prior to, and as a condition precedent to, the issuance of any required encroachment permit(s), Developer shall provide to the City evidence satisfactory to the City of: (1) the certificate(s), endorsement(s), or policy(ies) of insurance as required by this Agreement; and (2) any and all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work.

7.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City, or by any other state or federal laws or regulations.

8.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

9.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

10.0 Acceptance of Improvements: As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial

acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of San Bernardino, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Default; Notice; Remedies.

11.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

11.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

11.3 Notice of Violation; Stop Work Order. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, the City and/or City Engineer may issue a Notice

of Violation and Demand for Compliance and/or a Stop Work Order. The City may declare the Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall comply with the Notice of Violation and/or Stop Work Order and shall substantially commence the work required to remedy the default or violation with the time specified in the Notice of Violation. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City and/or City Engineer may provide the Notice of Violation verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof.

11.4 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.5 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security.

13.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable

to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

13.1.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of Three Million Nine Hundred Nine Thousand Four Hundred Eighty-Five and 22/100 Dollars ($3,909,485.22), which sum shall be not less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B"). The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

13.1.2 Labor & Material Bond. To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of Three Million Nine Hundred Nine Thousand Four Hundred Eighty-Five and 22/100 Dollars ($3,909,485.22), which sum shall not be less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B").. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.1.3 Monument Security. To guarantee payment by the Developer to the engineer or surveyor whose certificate appears on the final map for the setting of all subdivision boundaries, lot corners and street centerline monuments, as well as the furnishing of all centerline tie notes to the City, prior to the City's execution of this Agreement, Developer shall deposit cash with the City in the amount of Forty Thousand Two Hundred and No/100 Dollars ($40,200.00). Said cash deposit may be released after receipt by the City of the centerline tie notes and written acknowledgment of payment in full from the engineer or surveyor.

13.1.4 Warranty Bond. To provide in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

13.2 Bond/Surety Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.3 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

15.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted

to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

16.0 Insurance.

16.1 Time for Compliance. Developer 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, Developer shall not allow any contractor to commence work on any contract until it has provided evidence satisfactory to the City that the contractor 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.

16.2 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 Developer, 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, Developer agrees to amend, supplement or endorse the policies to do so.

16.2.1 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.

16.2.2 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.

16.2.3 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.

16.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Developer shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

16.3.1 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 Developer; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Developer 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.

16.3.2 Automobile Liability: (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.

16.3.3 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.

16.4 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.

16.5 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 Developer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Developer hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its contractors.

16.6 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.

16.7 Evidence of Insurance. The Developer, 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, Developer 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.

16.8 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.

16.9 Enforcement of Agreement Provisions (non estoppel). Developer acknowledges and agrees that actual or alleged failure on the part of the City to inform Developer of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

16.10 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.

16.11 Additional Insurance Provisions

16.11.1 The foregoing requirements as to the types and limits of insurance coverage to be maintained by Developer, 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 Developer pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

16.11.2 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 Developer.

16.11.3 The City may require the Developer to provide complete copies of all insurance policies in effect for the duration of the Project.

16.11.4 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.

16.11.5 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 Developer from liability in excess of such coverage, nor shall it limit the Developer'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.

16.11.6 Developer shall report to the City, in addition to Developer's insurer, any and all insurance claims submitted by Developer in connection with this Agreement.

17.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

18.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor or subcontractor of City.

19.0 General Provisions.

19.1 Authority to Enter 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.

19.2 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.

19.3 Construction; References; Captions. It being agreed the Parties or their agents have participated 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 Developer include all personnel, employees, agents, and contractors and subcontractors of Developer, 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.

19.4 Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:
City of Ontario
Engineering Department
303 East "B" Street

DEVELOPER:
BrookCal Ontario LLC, a Delaware Limited Liability Company
3200 Park Center Dr., Suite 1000

Ontario, CA 91764 Attn: City Engineer	Costa Mesa, CA 92626 Attn: Nicole Burdette, President

19.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 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, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

19.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Developer without the prior written consent of the City.

19.8 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

19.9 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so

assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

19.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

19.11 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

19.12 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.

19.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.14 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

19.15 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

19.15.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

19.15.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

19.16 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

19.17 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

CITY OF ONTARIO

By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, City Attorney

BROOKCAL ONTARIO LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Signature

Nicole Burdette
Print Name

President
Title

By: _____
Signature

Dave F. Bartlett
Print Name

Vice President
Title

NOTE: DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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

STATE OF CALIFORNIA)
COUNTY OF Orange)

On June 22, 2023 before me, Meagan Knecht, Notary Public, personally appeared Nicole Burdette & Dave Bartlett, 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 _____ (seal)

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 29, 2023

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 _____ 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:_____ (seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT MAP NO. 20449

Being a portion of the West half of the Northwest quarter of Section 13, Township 2 South, Range 7 West, San Bernardino Meridian

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 20449

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

All grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map

[ENGINEERING COST ESTIMATE ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate

Date	3/2/2023
Project Number	110-004
Location	Tract 20449 in-tract
Computed By	X Engineering
Contact Phone No.	949.522.7100

Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

For Office Use Only

Attached project estimate prepared by (or under the direction of)

Signature of Registered Civil Engineer

RCE No. 73065 Exp. Date: 12/31/24

REGISTERED PROFESSIONAL ENGINEER
PUNEET COMAR
No. 73065
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

Approved By:
Date:

ACCEPTED
06/12/2023
CITY OF ONTARIO
ENGINEERING DEPARTMENT

FOR BONDING PURPOSES ONLY

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Encroachment Permit Fee Calculation

Date	**3/2/2023**
Project Number	**110-002**
Location	**Tract 20449**
Computed By	**X Engineering**
Contact Phone No.	**949.522.7100**

Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

For Office Use Only

A.	STREET	Sub-Total	**$696,279.67**
B.	WATER	Sub-Total	**$759,366.34**
C.	RECYCLED WATER	Sub-Total	**$49,113.01**
D.	SEWER	Sub-Total	**$531,794.34**
E.	STORM DRAIN	Sub-Total	**$316,255.47**
F.	FIBER OPTIC	Sub-Total	

TOTAL ESTIMATED CONSTRUCTION COST **$2,352,808.82**

Construction Inspection Fee **$99,759.09**
(Exc. Landscape & Utility Poles Sections)

Refundable Cash Deposit
(Collect only if security not posted with Final Map)
= **$2,352,808.82**

$500.00 Min

PERMIT FEE **$85.00**

TRAFFIC CONTROL PERMIT FEE **$115.00**

ENCROACHMENT PERMIT FEE TOTAL **$2,452,767.92**

P:\110\002_Support Files\Quantity Estimates\110-002-CE-TR20449.xlsx

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Plan Check Fee Calculation

Date	**3/2/2023**
Project Number	**110-002**
Location	**Tract 20449**
Computed By	**X Engineering**
Contact Phone No.	**949.522.7100**

	For Office Use Only
Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

A.	STREET (Exc. Utility Poles Section)	Sub-Total	**$696,279.67**
B.	WATER	Sub-Total	**$759,366.34**
C.	RECYCLED WATER	Sub-Total	**$49,113.01**
D.	SEWER	Sub-Total	**$531,794.34**
E.	STORM DRAIN	Sub-Total	**$316,255.47**
F.	FIBER OPTIC	Sub-Total	
G.	LANDSCAPING (Inc. Neighborhood Edge and Median)	Sub-Total	

TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E+F+G) **$2,352,808.82**

Plan Check Fee **$85,171.68**

For Office Use Only

TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E) **$2,352,808.82**

Plan Check Fee **$85,171.68**

CITY OF
ONTARIO
ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Security (i.e. Bond) Amount

(For Subdivision Maps Only)

Date	**3/2/2023**
Project Number	**110-002**
Location	**Tract 20449**
Computed By	**X Engineering**
Contact Phone No.	**949.522.7100**

	For Office Use Only
Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

A. STREET	Sub-Total	**$696,279.67**
B. WATER	Sub-Total	**$759,366.34**
C. RECYCLED WATER	Sub-Total	**$49,113.01**
D. SEWER	Sub-Total	**$531,794.34**
E. STORM DRAIN	Sub-Total	**$316,255.47**

CONTINGENCY FOR UNSIGNED PLANS (10%)	**$235,280.88**
TOTAL SECURITY (i.e. BOND) ESTIMATE AMOUNT	**$2,588,089.71**

SECURITY (BOND) AMOUNTS

Performance Bond (100% of estimated cost)	**$2,588,089.71**
Labor and Material Bond (100% of estimated cost)	**$2,588,089.71**
Maintenance Bond* (10% of Performance Bond)	$258,808.97
Monumentation Cash Deposit** (No. of Monmuments to set: 400)	**$40,200.00**

* To be provided prior to release of Performance Bond

**To be provided if monumentation is not completed by the time of Final (Parcel) Map approval

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Date 3/2/2023
Project Number 110-002

		Total Length in feet to be constructed
A.	WATER MAIN	6435
B.	SEWER MAIN	4201
C.	STORM DRAIN MAIN	1842
D.	RECYCLED WATER	152
E.	FIBER OPTIC	

* To be provided to the Fiscal Services Department

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

Date 3/24/2022
Project Number 103-003
Location Tract 20135
Computed By X Engineering
Contact Phone No. 949.522.7100

Drawing No. R-
S-
W-
SD-
L-

Grading
Utilities
Other (T.S., Striping)

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST/UNIT	Total Cost per Item
PAVING ***A.C. PAVEMENT ($0.39/IN/S.F. A.C. & $0.19/IN/S.F. CAB)**				
A.C. UP TO 6" THICKNESS	59063	S.F.	$2.34	$138,207.42
CRUSHED AGREGGATE BASE UP TO 8" THICKNESS	59063	S.F.	$1.52	$89,775.76
A.C. PAVEMENT		Ton	$65.00	
A.C. BERM	97	L.F.	$13.00	$1,261.00
2" GRIND UP TO 5' IN WIDTH	181	L.F.	$2.00	$362.00
SAWCUT	187	L.F.	$3.50	$654.50
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$25.00	
PREPARATION OF SUBGRADE	59063	S.F.	$0.50	$29,531.50
A.C. PAVEMENT REMOVAL	2554	S.F.	$3.50	$8,939.00
SLURRY SEAL (RPM TYPE II)	903	S.F.	$0.17	$153.51
TRENCH BACKFILL AND COMPACTION		S.F.	$3.50	
CONCRETE				
CURB & GUTTER	3244	L.F.	$15.00	$48,660.00
P.C.C. CURB ONLY	736	L.F.	$12.00	$8,832.00
CROSS GUTTER/SPANDREL		S.F.	$7.00	
SIDEWALK	15400	S.F.	$4.75	$73,150.00
WHEELCHAIR RAMP	4	EA.	$2,200.00	$8,800.00
TRAFFIC ISLAND		S.F.	$9.50	
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)	6332	S.F.	$7.80	$49,389.60
TEMPORARY DEAD END GUARD RAIL	60	L.F.	$80.00	$4,800.00
			10% Contingency	$45,771.63
			Street Improvements Sub-Total	$508,287.92

Construction Cost Estimate Form

Street Improvements

DRIVE APPROACHES				
RESIDENTIAL	2436	S.F.	$6.50	$15,834.00
COMMERCIAL		S.F.	$8.50	
REMOVAL				
REMOVAL OF CONCRETE		S.F.	$3.50	
REMOVAL OF BERM, A.C. OR P.C.C.	222	L.F.	$6.50	$1,443.00
ADJUSTMENT TO GRADE				
MANHOLE		EA.	$600.00	
WATER VALVE		EA.	$325.00	
CLEANOUT		EA.	$265.00	
DRAINAGE				
PARKWAY DRAIN		EA.	$1,800.00	
SIGNS				
REFLECTOR SIGN AND POST		EA.	$175.00	
STREET NAME SIGN		EA.	$475.00	
TRAFFIC SIGN AND POST		EA.	$300.00	
LIGHTING				
STREET LIGHT - 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)	17	EA.	$6,200.00	$105,400.00
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$6,500.00	
STREET LIGHT SERVICE PEDESTAL	2	EA.	$4,100.00	$8,200.00
STREET LIGHT SERVICE DUAL PEDESTAL		EA.	$5,900.00	
STRIPING				
SIGNING & STRIPING LOCAL STREET		L.F.	$4.50	
SIGNING & STRIPING COLLECTOR STREET		L.F.	$8.75	
SIGNING & STRIPING ARTERIAL STREET		L.F.	$12.75	
PAINTED LEGEND		EA.	$80.00	
THERMOPLASTIC LEGEND		EA.	$165.00	
			10% Contingency	$13,087.70
			Street Improvements Sub-Total	$143,964.70

Construction Cost Estimate Form
Street Improvements

TRAFFIC SIGNALS				
NEW TRAFFIC SIGNAL		EA.	$355,600.00	
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)		EA.	$88,900.00	
REMOVE EXISTING SIGNAL		EA.	$25,000.00	
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$425.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$17.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$20.00	
ADD LEFT TURN PHASING		L.S.	$30,000.00	
LANDSCAPE				
PARKWAY TREE WITH IRRIGATION		EA.	$525.00	
PARKWAY LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE		EA.	$525.00	
(INCLUDING IRRIGATION FACILITIES)				
UTILITY POLES				
RELOCATION OF POLE		EA.	$18,000.00	
UNDERGROUNDING OF POWER LINES		L.F.	$350.00	
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$90.00	
FIBER OPTIC				
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)		L.F.	$45.00	
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				
IN-TRACT LOCAL STREETS				
FIBER CONDUIT PLACEMENT		L.F.	$5.70	
FIBER TRENCH		L.F.	$6.50	
HANDHOLE - FLOWER POT (FP)		EA.	$125.00	
HANDHOLE - HH-3		EA.	$250.00	
HANDHOLE - HH-4		EA.	$375.00	
OTHER				
			10% Contingency	
			Street Improvements Sub-Total	
TRAFFIC CONTROL		L.S.	$17,936.95	$17,936.95
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	$26,090.10	$26,090.10
(Sub-Total Transferred to Item "A" on Summary Sheet)				$696,279.67

CITY OF ONTARIO

Construction Cost Estimate form

Water Improvements

Date	3/2/2023
Project Number	110-002
Location	Tract 20449
Computed By	X Engineering
Contact Phone No.	949.522.7100

Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST/UNIT	Total Cost per Item
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$30.00	
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)	4476	L.F.	$40.00	$179,040.00
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$45.00	
12" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)	1959	L.F.	$52.00	$101,868.00
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$90.00	
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$95.00	
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$105.00	
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$115.00	
WATER SERVICE				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX	88	EA.	$1,000.00	$88,000.00
2" WATER SERVICE WITH METER BOX	18	EA.	$2,200.00	$39,600.00
FIRE HYDRANT				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)	20	EA.	$5,400.00	$108,000.00
RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)	4	EA.	$4,600.00	$18,400.00
BLOW-OFF VALVE (INC. CONNECTION)	2	EA.	$4,500.00	$9,000.00
			10% Contingency	$54,390.80
			Water Improvements Sub-Total	$598,298.80

Construction Cost Estimate form

Water Improvements

BACKFLOW ($1000/IN)				
DDC ABOVE GROUND (UP TO 6" DIAMETER)	6	EA.	$7,000.00	$42,000.00
GATE VALVE				
6"		EA.	$550.00	
8"	12	EA.	$850.00	$10,200.00
10"		EA.	$1,250.00	
12"	10	EA.	$1,375.00	$13,750.00
16"		EA.	$3,425.00	
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO EXISTING 6" MAIN		EA.	$3,500.00	
CONNECTION TO EXISTING 8" MAIN		EA.	$3,750.00	
CONNECTION TO EXISTING 12" MAIN	2	EA.	$4,100.00	$8,200.00
INSTALL TEE	11	EA.	$300.00	$3,300.00
REMOVE EXISTING BLIND FLANGE		EA.	$475.00	
CONCRETE THRUST BLOCK		EA.	$585.00	
OTHER				
END CAP	1	EA.	$550.00	$550.00
REMOVE EXISTING 8" WATER LINE	91	L.F.	$110.00	$10,010.00
8" ELBOW	16	EA.	$347.00	$5,552.00
12" ELBOW	14	EA.	$658.00	$9,212.00
			10% Contingency	$10,277.40
			Water Improvements Sub-Total	$113,051.40
TRAFFIC CONTROL		L.S.	19562.13	$19,562.13
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**28454**	**$28,454.01**
			(Sub-Total Transferred to Item "B" on Summary Sheet)	**$759,366.34**

CITY OF ONTARIO

Construction Cost Estimate form

Recycled Water Improvements

Date	3/2/2023
Project Number	110-002
Location	Tract 20449
Computed By	X Engineering
Contact Phone No.	949.522.7100

Drawing No. R-	
S-	
W-	
SD-	
L-	

Grading
Utilities

Other (T.S., Striping)

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST/UNIT	Total Cost per Item
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$30.00	
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$40.00	
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$45.00	
8" INC. EXC., BACKFILL & PVMT RESTORATION	152	L.F.	$90.00	$13,680.00
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$95.00	
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$105.00	
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$115.00	
WATER SERVICE				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$1,000.00	
2" WATER SERVICE WITH METER BOX	3	EA.	$2,200.00	$6,600.00
FIRE HYDRANT				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$5,400.00	
RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE	1	EA.	$4,600.00	$4,600.00
BLOW-OFF VALVE	1	EA.	$4,500.00	$4,500.00
			10% Contingency	$2,938.00
			Recycled Water Improvements Sub-Total	$32,318.00

Construction Cost Estimate form

Recycled Water Improvements

BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$3,000.00	
DDC ABOVE GROUND (UP TO 6" DIAMETER)	1	EA.	$7,000.00	$7,000.00
GATE VALVE				
6"		EA.	$550.00	
8"		EA.	$850.00	
10"		EA.	$1,250.00	
12"		EA.	$1,375.00	
16"		EA.	$3,425.00	
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO 8" MAIN	1	EA.	$3,750.00	$3,750.00
CONNECTION TO 10" MAIN		EA.	$4,100.00	
INSTALL TEE		EA.	$300.00	
REMOVE EXISTING BLIND FLANGE	1	L.S.	$475.00	$475.00
CONCRETE THRUST BLOCK		EA.	$585.00	
OTHER				
11.25 BEND	2	EA	$285.00	$570.00
INSTALL END CAP	1	EA	$650.00	$650.00
			10% Contingency	$1,244.50
			Recycled Water Improvements Sub-Total	$13,689.50
TRAFFIC CONTROL		L.S.	1265.21	$1,265.21
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**1840.3**	**$1,840.30**
(Sub-Total Transferred to Item "C" on Summary Sheet)				**$49,113.01**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form

Sewer Improvements

Date	3/2/2023
Project Number	110-002
Location	Tract 20449
Computed By	X Engineering
Contact Phone No.	949.522.7100

Drawing No. R-	For Office Use
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST/UNIT	Total Cost
SEWER MAIN (VCP ONLY)				
8" & SMALLER IN EASEMENT AREA ONLY (NOT IN PAVED STREET)	4201	L.F.	$40.00	$168,040.00
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$60.00	
12" & LARGER IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$63.00	
8" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$70.00	
10" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$75.00	
12" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$80.00	
15" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$90.00	
18" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$95.00	
21" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$105.00	
24" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$115.00	
MANHOLE				
MANHOLE	42	EA.	$4,050.00	$170,100.00
DROP MANHOLE		EA.	$4,100.00	
VAULT		EA.	$3,500.00	
MONITORING FACILITY / NON TRAFFIC AREA		EA.	$1,750.00	
MONITORING MANHOLE		EA.	$4,100.00	
CLEANOUT	34	EA.	$1,750.00	$59,500.00
REMOVE/ABANDON EXISTING MANHOLE		EA.	$1,200.00	
REMOVE EXISTING SEWER				
UP TO 12" DIAMETER		L.F.	$55.00	
GREATER THAN 12" DIAMETER		L.F.	$70.00	
			10% Contingency	$39,764.00
			Sewer Improvements Sub-Total	**$437,404.00**

Construction Cost Estimate Form
Sewer Improvements

LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET	8	L.S.	$2,925.00	$23,400.00
6" & SMALLER VCP SEWER LATERAL / EASEMENT	745	L.F.	$42.00	$31,290.00
6" & SMALLER VCP SEWER LATERAL / PAVED STREET		L.F.	$70.00	
SEWER CHIMNEY		EA.	$1,170.00	
SEWER SADDLE		EA.	$1,170.00	
WYE 4" x 8" TYPICAL		EA.	$115.00	
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$1,750.00	
OTHER				
REVOVE PLUG AND JOIN	1	EA.	$550.00	$550.00
			10% Contingency	$5,524.00
			Sewer Improvements Sub-Total	**$60,764.00**
TRAFFIC CONTROL		L.S.	$13,699.62	$13,699.62
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**19926.72**	**$19,926.72**
			(Sub-Total Transferred to Item "D" on Summary Sheet)	**$531,794.34**

ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate form

Storm Drain Improvements

Date	**3/2/2023**
Project Number	**110-002**
Location	**Tract 20449**
Computed By	**X Engineering**
Contact Phone No.	**949.522.7100**

Drawing No. R-	
S-	For Office Use (
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

ITEM	QTY	UNIT	COST	$ AMOUNT
STORM DRAIN (RCP SIZE X $3.25 / INCH OF I.D. UP TO 60" DIAMETER)				
24" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION	1064	L.F.	$78.00	$82,992.00
30" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION	276	L.F.	$98.00	$27,048.00
36" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION	502	L.F.	$117.00	$58,734.00
72" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$290.00	
78" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$305.00	
81" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$320.00	
84" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$330.00	
90" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$350.00	
96" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$365.00	
102" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$470.00	
108" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$480.00	
24" X 36" CMPA (10 GUAGE)		L.F.	$140.00	
27" X 43" CMPA (10 GUAGE)		L.F.	$150.00	
LATERAL				
18" RCP OR SMALLER	322	L.F.	$45.00	$14,490.00
(INC. EXC., BACKFILL & PAVEMENT RESTORATION)				
MANHOLE	16	EA.	$4,500.00	$72,000.00
			10% Contingency	$25,526.40
			Storm Drain Improvements Sub-Total	**$280,790.40**

Construction Cost Estimate form
Storm Drain Improvements

CATCH BASIN				
CATCH BASIN LESS THAN 7' IN WIDE	7	L.F.	$409.50	$2,866.50
7' WIDE - CB WITH SCREEN INLET		E.A.	$3,900.00	
10' WIDE- CB WITH SCREEN INLET	1	E.A.	$4,200.00	$4,200.00
14' WIDE - CB WITH SCREEN INLET		E.A.	$4,700.00	
21' WIDE - CB WITH SCREEN INLET		E.A.	$4,900.00	
LOCAL DEPRESSION FOR UP TO 10' WIDE CB	7	L.S.	$585.00	$4,095.00
LOCAL DEPRESSION FOR > 10' WIDE CB	1	L.S.	$1,200.00	$1,200.00
REINFORCED CONCRETE BOX				
(INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION)				
4' X 6' RCB		L.F.	$400.00	
7' X 6' RCB		L.F.	$470.00	
7' X 8.5' RCB		L.F.	$560.00	
7' X 9.5' RCB		L.F.	$575.00	
8' X 11' RCB		L.F.	$585.00	
8' X 13' RCB		L.F.	$600.00	
9' X 9' RCB		L.F.	$610.00	
9' X 12' RCB		L.F.	$650.00	
OUTLET STRUCTURE		EA.	$700.00	
INLET STRUCTURE		EA.		
TRANSITION STRUCTURE	1	L.S.	$1,700.00	$1,700.00
OTHER				
			10% Contingency	$1,406.15
			Storm Drain Improvements Sub-Total	$15,467.65
TRAFFIC CONTROL		L.S.	$8,147.10	$8,147.10
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**11850.32**	**$11,850.32**
			(Sub-Total Transferred to Item "E" on Summary Sheet)	**$316,255.47**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate

Date	**5/8/2023**
Project Number	**110-002**
Location	**Tract 20449** offsites only
Computed By	**X Engineering**
Contact Phone No.	**949.522.7100**

For Office Use Only	
Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

OFFSITE IMPROVEMENTS

Revised to include Traffic Signal / Signing & Striping / Haven Ave & Cliff Rose St Intersection Reconstruction

Attached project estimate prepared by (or under the direction of)

Signature of Registered Civil Engineer

RCE No. 85505 Exp. Date: 9/30/24



Civil Engineer Stamp

ACCEPTED
06/13/2023 Michael B
CITY OF ONTARIO
ENGINEERING DEPARTMENT

Approved By:
Date:

FOR BONDING PURPOSES ONLY

P:\110\002\Files Received\LLG\2023-05-08 Traffic Cost Estimate\110-002-CE-TR20449 - Delta Revisions (OFFSITE) - LLG

Last Revised 09/24/2018

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way
For Encroachment Permit Fee Calculation

Date	**5/8/2023**
Project Number	**110-002**
Location	**Tract 20449**
Computed By	**X Engineering**
Contact Phone No.	**949.522.7100**

	For Office Use Only
Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

A. STREET	Sub-Total	**$518,023.06**
B. WATER	Sub-Total	
C. RECYCLED WATER	Sub-Total	
D. SEWER	Sub-Total	**$15,065.63**
E. STORM DRAIN	Sub-Total	**$21,293.85**
F. FIBER OPTIC	Sub-Total	
TOTAL ESTIMATED CONSTRUCTION COST		**$554,382.54**

Construction Inspection Fee **$23,505.82**
(Exc. Landscape & Utility Poles Sections)

Refundable Cash Deposit
(Collect only if security not posted with Final Map)
= **$554,382.54**

$500.00 Min

PERMIT FEE **$85.00**

TRAFFIC CONTROL PERMIT FEE **$115.00**

ENCROACHMENT PERMIT FEE TOTAL **$578,088.36**

F:\Land\Active Projects\Regions - South\1 - Site Design\2 - Civil Engineering\Engineers Estimate\Offsite Improvements\5th Submittal (Offsite) w SS\110-002-CE-TR20449 - Delta Revisions (OFFSITE)

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Plan Check Fee Calculation

Date	**5/8/2023**
Project Number	**110-002**
Location	**Tract 20449**
Computed By	**X Engineering**
Contact Phone No.	**949.522.7100**

Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

For Office Use Only

A.	STREET (Exc. Utility Poles Section)	Sub-Total	**$518,023.06**
B.	WATER	Sub-Total	
C.	RECYCLED WATER	Sub-Total	
D.	SEWER	Sub-Total	**$15,065.63**
E.	STORM DRAIN	Sub-Total	**$21,293.85**
F.	FIBER OPTIC	Sub-Total	
G.	LANDSCAPING (Inc. Neighborhood Edge and Median)	Sub-Total	**$471,766.68**

TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E+F+G) **$1,026,149.22**

Plan Check Fee **$37,146.60**

For Office Use Only

TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E) **$554,382.54**

Plan Check Fee **$20,068.65**

F:\Land\Active Projects\Regions - South\1 - Site Design\2 - Civil Engineering\Engineers Estimate\Offsite Improvements\5th Submittal (Offsite) w SS\110-002-CE-TR20449 - Delta Revisions (OFFSITE)

CITY OF
ONTARIO
ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Security (i.e. Bond) Amount

(For Subdivision Maps Only)

Date	5/8/2023
Project Number	110-002
Location	Tract 20449
Computed By	X Engineering
Contact Phone No.	949.522.7100

For Office Use Only	
Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

A. STREET	Sub-Total	**$1,164,909.17**
B. WATER	Sub-Total	
C. RECYCLED WATER	Sub-Total	
D. SEWER	Sub-Total	**$15,065.63**
E. STORM DRAIN	Sub-Total	**$21,293.85**
CONTINGENCY FOR UNSIGNED PLANS (10%)		**$120,126.86**
TOTAL SECURITY (i.e. BOND) ESTIMATE AMOUNT		**$1,321,395.51**

SECURITY (BOND) AMOUNTS

Performance Bond (100% of estimated cost)	$1,321,395.51
Labor and Material Bond (100% of estimated cost)	$1,321,395.51
Maintenance Bond* (10% of Performance Bond)	$132,139.55
Monumentation Cash Deposit** (No. of Monmuments to set:)	$1,000.00

* To be provided prior to release of Performance Bond

**To be provided if monumentation is not completed by the time of Final (Parcel) Map approval

F:\Land\Active Projects\Regions - South\1 - Site Design\2 - Civil Engineering\Engineers Estimate\Offsite Improvements\5th Submittal (Offsite) w SS\110-002-CE-TR20449 - Delta Revisions (OFFSITE)

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Date 5/8/2023
Project Number 110-002

		Total Length in feet to be constructed
A.	WATER MAIN	
B.	SEWER MAIN	54
C.	STORM DRAIN MAIN	102
D.	RECYCLED WATER	
E.	FIBER OPTIC	

* To be provided to the Fiscal Services Department

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

Date 5/8/2023
Project Number 110-002
Location Tract 20449
Computed By X Engineering
Contact Phone No. 949.522.7100

Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

For Office Use Only

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST/UNIT	Total Cost per Item
PAVING ***A.C. PAVEMENT ($0.39/IN/S.F. A.C. & $0.19/IN/S.F. CAB)**				
A.C. UP TO 6" THICKNESS	10498	S.F.	$2.34	$24,565.32
CRUSHED AGREGGATE BASE UP TO 8" THICKNESS	10498	S.F.	$1.52	$15,956.96
A.C. PAVEMENT		Ton	$65.00	
A.C. BERM		L.F.	$13.00	
2" GRIND UP TO 5' IN WIDTH	174	L.F.	$2.00	$348.00
SAWCUT	174	L.F.	$3.50	$609.00
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$25.00	
PREPARATION OF SUBGRADE		S.F.	$0.50	
A.C. PAVEMENT REMOVAL	11100	S.F.	$3.50	$38,850.00
SLURRY SEAL (RPM TYPE II)		S.F.	$0.17	
TRENCH BACKFILL AND COMPACTION		S.F.	$3.50	
CONCRETE				
CURB & GUTTER		L.F.	$15.00	
P.C.C. CURB ONLY		L.F.	$12.00	
CROSS GUTTER/SPANDREL		S.F.	$7.00	
SIDEWALK	4898	S.F.	$4.75	$23,265.50
WHEELCHAIR RAMP		EA.	$2,200.00	
TRAFFIC ISLAND		S.F.	$9.50	
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)		S.F.	$7.80	
			10% Contingency	$10,359.48
			Street Improvements Sub-Total	$113,954.26

Construction Cost Estimate Form
Street Improvements

DRIVE APPROACHES				
RESIDENTIAL		S.F.	$6.50	
COMMERCIAL		S.F.	$8.50	
REMOVAL				
REMOVAL OF CONCRETE	130	S.F.	$3.50	$455.00
REMOVAL OF BERM, A.C. OR P.C.C.		L.F.	$6.50	
ADJUSTMENT TO GRADE				
MANHOLE	3	EA.	$600.00	$1,800.00
WATER VALVE	6	EA.	$325.00	$1,950.00
CLEANOUT		EA.	$265.00	
DRAINAGE				
PARKWAY DRAIN		EA.	$1,800.00	
SIGNS				
REFLECTOR SIGN AND POST		EA.	$175.00	
STREET NAME SIGN		EA.	$475.00	
TRAFFIC SIGN AND POST	27	EA.	$300.00	$8,100.00
LIGHTING				
STREET LIGHT - 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$6,200.00	
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)	16	EA.	$6,500.00	$104,000.00
STREET LIGHT SERVICE PEDESTAL		EA.	$4,100.00	
STREET LIGHT SERVICE DUAL PEDESTAL		EA.	$5,900.00	
STRIPING				
SIGNING & STRIPING LOCAL STREET	250	L.F.	$4.50	$1,125.00
SIGNING & STRIPING COLLECTOR STREET		L.F.	$8.75	
SIGNING & STRIPING ARTERIAL STREET	7630	L.F.	$12.75	$97,282.50
PAINTED LEGEND		EA.	$80.00	
THERMOPLASTIC LEGEND	19	EA.	$165.00	$3,135.00
			10% Contingency	$21,784.75
			Street Improvements Sub-Total	$239,632.25

Construction Cost Estimate Form
Street Improvements

TRAFFIC SIGNALS				
NEW TRAFFIC SIGNAL		EA.	$355,600.00	
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)	1	EA.	$88,900.00	$88,900.00
REMOVE EXISTING SIGNAL		EA.	$25,000.00	
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$425.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$17.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$20.00	
ADD LEFT TURN PHASING		L.S.	$30,000.00	
LANDSCAPE				
PARKWAY TREE WITH IRRIGATION	71	EA.	$525.00	$37,275.00
PARKWAY LANDSCAPING	18643	S.F.	$6.00	$111,858.00
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING	59610	S.F.	$6.00	$357,660.00
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE	84	EA.	$525.00	$44,100.00
(INCLUDING IRRIGATION FACILITIES)				
UTILITY POLES				
RELOCATION OF POLE		EA.	$18,000.00	
UNDERGROUNDING OF POWER LINES		L.F.	$350.00	
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$90.00	
FIBER OPTIC				
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)		L.F.	$45.00	
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				
IN-TRACT LOCAL STREETS				
FIBER CONDUIT PLACEMENT		L.F.	$5.70	
FIBER TRENCH		L.F.	$6.50	
HANDHOLE - FLOWER POT (FP)		EA.	$125.00	
HANDHOLE - HH-3		EA.	$250.00	
HANDHOLE - HH-4		EA.	$375.00	
OTHER				
DG MULTIPURPOSE TRAIL	10270	SF	$3.00	$30,810.00
			10% Contingency	$67,060.30
			Street Improvements Sub-Total	$737,663.30
TRAFFIC CONTROL		L.S.	$30,009.37	$30,009.37
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	$43,649.99	$43,649.99
(Sub-Total Transferred to Item "A" on Summary Sheet)				$1,164,909.17

CITY OF ONTARIO

Construction Cost Estimate form

Water Improvements

Date	5/8/2023
Project Number	110-002
Location	Tract 20449
Computed By	X Engineering
Contact Phone No.	949.522.7100

For Office Use Only	
Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST/UNIT	Total Cost per Item
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$30.00	
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$40.00	
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$45.00	
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$90.00	
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$95.00	
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$105.00	
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$115.00	
WATER SERVICE				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$1,000.00	
2" WATER SERVICE WITH METER BOX		EA.	$2,200.00	
FIRE HYDRANT				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$5,400.00	
RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)		EA.	$4,600.00	
BLOW-OFF VALVE (INC. CONNECTION)		EA.	$4,500.00	
			10% Contingency	
			Water Improvements Sub-Total	

Construction Cost Estimate form

Water Improvements

BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$3,000.00	
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$7,000.00	
GATE VALVE				
6"		EA.	$550.00	
8"		EA.	$850.00	
10"		EA.	$1,250.00	
12"		EA.	$1,375.00	
16"		EA.	$3,425.00	
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO EXISTING 6" MAIN		EA.	$3,500.00	
CONNECTION TO EXISTING 8" MAIN		EA.	$3,750.00	
CONNECTION TO EXISTING 12" MAIN		EA.	$4,100.00	
INSTALL TEE		EA.	$300.00	
REMOVE EXISTING BLIND FLANGE		EA.	$475.00	
CONCRETE THRUST BLOCK		EA.	$585.00	
OTHER				
END CAP		EA.		
			10% Contingency	
			Water Improvements Sub-Total	
TRAFFIC CONTROL		L.S.		
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.		
(Sub-Total Transferred to Item "B" on Summary Sheet)				

CITY OF ONTARIO

Construction Cost Estimate form

Recycled Water Improvements

Date	5/8/2023
Project Number	110-002
Location	Tract 20449
Computed By	X Engineering
Contact Phone No.	949.522.7100

Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

For Office Use Only

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST/UNIT	Total Cost per Item
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$30.00	
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$40.00	
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$45.00	
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$90.00	
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$95.00	
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$105.00	
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$115.00	
WATER SERVICE				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$1,000.00	
2" WATER SERVICE WITH METER BOX		EA.	$2,200.00	
FIRE HYDRANT				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$5,400.00	
RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE		EA.	$4,600.00	
BLOW-OFF VALVE		EA.	$4,500.00	
10% Contingency				
Recycled Water Improvements Sub-Total				

Construction Cost Estimate form

Recycled Water Improvements

BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$3,000.00	
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$7,000.00	
GATE VALVE				
6"		EA.	$550.00	
8"		EA.	$850.00	
10"		EA.	$1,250.00	
12"		EA.	$1,375.00	
16"		EA.	$3,425.00	
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO 8" MAIN		EA.	$3,750.00	
CONNECTION TO 10" MAIN		EA.	$4,100.00	
INSTALL TEE		EA.	$300.00	
REMOVE EXISTING BLIND FLANGE		L.S.	$475.00	
CONCRETE THRUST BLOCK		EA.	$585.00	
OTHER				
10% Contingency				
Recycled Water Improvements Sub-Total				
TRAFFIC CONTROL		L.S.		
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.		
(Sub-Total Transferred to Item "C" on Summary Sheet)				

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form

Sewer Improvements

Date: 5/8/2023
Project Number: 110-002
Location: Tract 20449
Computed By: X Engineering
Contact Phone No.: 949.522.7100

For Office Use Only	
Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST/UNIT	Total Cost
SEWER MAIN (VCP ONLY)				
8" & SMALLER IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$40.00	
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$60.00	
12" & LARGER IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$63.00	
8" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION	54	L.F.	$70.00	$3,780.00
10" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$75.00	
12" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$80.00	
15" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$90.00	
18" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$95.00	
21" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$105.00	
24" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$115.00	
MANHOLE				
MANHOLE	2	EA.	$4,050.00	$8,100.00
DROP MANHOLE		EA.	$4,100.00	
VAULT		EA.	$3,500.00	
MONITORING FACILITY / NON TRAFFIC AREA		EA.	$1,750.00	
MONITORING MANHOLE		EA.	$4,100.00	
CLEANOUT		EA.	$1,750.00	
REMOVE/ABANDON EXISTING MANHOLE		EA.	$1,200.00	
REMOVE EXISTING SEWER				
UP TO 12" DIAMETER		L.F.	$55.00	
GREATER THAN 12" DIAMETER		L.F.	$70.00	
			10% Contingency	$1,188.00
			Sewer Improvements Sub-Total	**$13,068.00**

Construction Cost Estimate Form
Sewer Improvements

LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET		L.S.	$2,925.00	
6" & SMALLER VCP SEWER LATERAL / EASEMENT		L.F.	$42.00	
6" & SMALLER VCP SEWER LATERAL / PAVED STREET		L.F.	$70.00	
SEWER CHIMNEY		EA.	$1,170.00	
SEWER SADDLE		EA.	$1,170.00	
WYE 4" x 8" TYPICAL		EA.	$115.00	
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$1,750.00	
OTHER				
INSTALL PLUG	1	EA.	$950.00	$950.00
STUBOU AND PLUG		EA.		
			10% Contingency	$95.00
			Sewer Improvements Sub-Total	**$1,045.00**
TRAFFIC CONTROL		L.S.	$388.11	$388.11
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**564.52**	**$564.52**
(Sub-Total Transferred to Item "D" on Summary Sheet)				**$15,065.63**

ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate form

Storm Drain Improvements

Date	**5/8/2023**
Project Number	**110-002**
Location	**Tract 20449**
Computed By	**X Engineering**
Contact Phone No.	**949.522.7100**

For Office Use Only	
Drawing No. R-	
S-	
W-	
SD-	
L-	
Grading	
Utilities	
Other (T.S., Striping)	

ITEM	QTY	UNIT	COST	$ AMOUNT
STORM DRAIN (RCP SIZE X $3.25 / INCH OF I.D. UP TO 60" DIAMETER)				
24" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$78.00	
30" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$98.00	
36" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION	102	L.F.	$117.00	$11,934.00
72" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$290.00	
78" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$305.00	
81" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$320.00	
84" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$330.00	
90" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$350.00	
96" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$365.00	
102" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$470.00	
108" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$480.00	
24" X 36" CMPA (10 GUAGE)		L.F.	$140.00	
27" X 43" CMPA (10 GUAGE)		L.F.	$150.00	
LATERAL				
18" RCP OR SMALLER		L.F.	$45.00	
(INC. EXC., BACKFILL & PAVEMENT RESTORATION)				
MANHOLE	1	EA.	$4,500.00	$4,500.00
			10% Contingency	$1,643.40
			Storm Drain Improvements Sub-Total	**$18,077.40**

Construction Cost Estimate form
Storm Drain Improvements

CATCH BASIN				
CATCH BASIN LESS THAN 7' IN WIDE		L.F.	$409.50	
7' WIDE - CB WITH SCREEN INLET		E.A.	$3,900.00	
10' WIDE- CB WITH SCREEN INLET		E.A.	$4,200.00	
14' WIDE - CB WITH SCREEN INLET		E.A.	$4,700.00	
21' WIDE - CB WITH SCREEN INLET		E.A.	$4,900.00	
LOCAL DEPRESSION FOR UP TO 10' WIDE CB		L.S.	$585.00	
LOCAL DEPRESSION FOR > 10' WIDE CB		L.S.	$1,200.00	
REINFORCED CONCRETE BOX				
(INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION)				
4' X 6' RCB		L.F.	$400.00	
7' X 6' RCB		L.F.	$470.00	
7' X 8.5' RCB		L.F.	$560.00	
7' X 9.5' RCB		L.F.	$575.00	
8' X 11' RCB		L.F.	$585.00	
8' X 13' RCB		L.F.	$600.00	
9' X 9' RCB		L.F.	$610.00	
9' X 12' RCB		L.F.	$650.00	
OUTLET STRUCTURE		EA.	$700.00	
INLET STRUCTURE		EA.		
TRANSITION STRUCTURE	1	L.S.	$1,700.00	$1,700.00
OTHER				
			10% Contingency	$170.00
			Storm Drain Improvements Sub-Total	$1,870.00
TRAFFIC CONTROL		L.S.	$548.55	$548.55
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**797.896**	**$797.90**
			(Sub-Total Transferred to Item "E" on Summary Sheet)	**$21,293.85**

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 20449

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: $3,909,485.22
Surety: Trisura Insurance Company
Attorney-in-fact: Tina McEwan
Address: 2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901

PAYMENT BOND: $3,909,485.22
Surety: Trisura Insurance Company
Attorney-in-fact: Tina McEwan
Address: 2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901

GUARANTEE AND WARRANTY SECURITY BOND: $390,948.52
To be posted upon completion of the Public Improvements by Developer and approval and acceptance by the City.

CASH MONUMENT SECURITY: $40,200.00
Amount deposited per Cash Receipt No. 341144
Date: 6/23/2023

[BONDS ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

Bond No. **TCS0172492**

PROJECT: TRACT MAP NO. 20449 IN-TRACT

WHEREAS, the conditions placed on the tentative tract map for Tract Map No. 20449 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and BrookCal Ontario LLC, a Delaware Limited Liability Company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and Trisura Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of Oklahoma, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of Two Million Five Hundred Eighty-Eight Thousand Eighty-Nine ---------- 71/100 DOLLARS ($2,588,089.71), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, 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 PRINCIPAL, 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, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, 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 to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed 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.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on 20th June, 2023.

Trisura Insurance Company
Name of Surety

Stamford Plaza Suite 1504, 281 Tresser Blvd
Stamford,CT 06901
Mailing Address of Surety

Telephone No. of Surety

By: Tina McEwan, Attorney in Fact

BrookCal Ontario LLC
Principal

By:
Title: Nicole Burdette, President

and

By:
Title: Dave Barnett, Vice President

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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

STATE OF CALIFORNIA)
COUNTY OF Orange)

On June 22, 2023 before me, Meagan Knecht, Notary Public, personally appeared Nicole Burdette & Dave Bartlett, 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: _____ (seal)

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 29, 2023

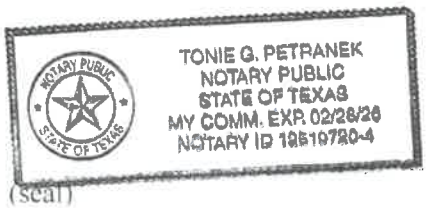
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS)
COUNTY OF DALLAS)

On June 20th 2023 before me, Tonie G. Petranek, Notary Public, personally appeared Tina McEwan, 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: _____ (seal)

CITY OF ONTARIO

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

Bond No. **TCS0172492**

PROJECT: TRACT MAP NO. 20449 IN-TRACT

WHEREAS, the conditions placed on the tentative tract map for Tract Map No. 20449 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and BrookCal Ontario LLC, a Delaware Limited Liability Company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and Trisura Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of Oklahoma, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of Two Million Five Hundred Eighty-Eight Thousand Eighty-Nine---------- 71/100 DOLLARS ($2,588,089.71), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, 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 PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and the City's Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed 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.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on 20th June, 2023.

Trisura Insurance Company
Name of Surety

Stamford Plaza Suite 1504, 281 Tresser Blvd
Stamford, CT 06901
Mailing Address of Surety

Telephone No. of Surety

By: Tina McEwan, Attorney in Fact

BrookCal Ontario LLC
Principal

By:
Title: Nicole Burdette, President

and

By:
Title: Dave Bartlett, Vice President

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

RISK MANAGEMENT
DATE 6/26/23
SURETY APPROVED ONLY
INITIAL KG

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

State of California
County of Orange

On June 22, 2023 before me, Meagan Knecht, Notary Public, personally appeared Nicole Burdette & Dave Burdett, 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.

[SEAL]

Signature _____

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 29, 2023

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.

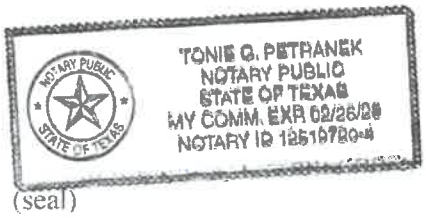
STATE OF TEXAS)
COUNTY OF DALLAS)

On June 20, 2023 before me, Tonie G. Petranek, Notary Public, personally appeared Tina McEwan, 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: _____ (seal)



2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: TCS0172492
Bond issuance date: June 20, 2023

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Tracy Aston, Samantha Russell, Rosa E. Rivas, Meghan Hanes, Mary Y. Volmar, Tina McEwan

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the 11th day of **December, 2020.**

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents

on this 25th day of February, 2022.

STATE OF Connecticut
County of Fairfield

George Jamos, Chief Underwriting Officer, Surety

Trisura Insurance Company CORPORATE SEAL

On this **25th** day of **February, 2022**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at Fairfield, Connecticut the day and year first above written.

SERENA I. SZEKELY
Notary Public, State of Connecticut
My Commission Expires 10/31/2026

Serena I Szekely seal

a Notary Public of Connecticut

My Commission Expires: **10/31/2026**

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Richard Grant

Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

Bond No. **TCS0172493**

PROJECT: TRACT MAP NO. 20449 OFFSITES

WHEREAS, the conditions placed on the tentative tract map for Tract Map No. 20449 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and BrookCal Ontario LLC, a Delaware Limited Liability Company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and Trisura Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of Oklahoma, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of One Million Three Hundred Twenty-One Thousand Three Hundred Ninety-Five---------- 51/100 Dollars ($1,321,395.51), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, 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 PRINCIPAL, 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, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, 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 to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed 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.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on 20th June, 2023.

Trisura Insurance Company
Name of Surety

Stamford Plaza Suite 1504. 281 Tresser Blvd
Stamford,CT 06901

Mailing Address of Surety

Telephone No. of Surety

By: Tina McEwan, Attorney in Fact

BrookCal Ontario LLC
Principal

By:
Title: Nicole Burdette, President

and

By:
Title: Dave Bartlett, Vice President

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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

STATE OF CALIFORNIA)
COUNTY OF Orange)

On June 22, 2023 before me, Meagan Knecht, Notary Public, personally appeared Nicole Burdette & Dave Barnett, 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: _____ (seal)

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 29, 2023

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.

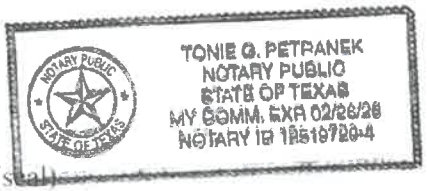
STATE OF TEXAS)
COUNTY OF DALLAS)

On June 20th 2023 before me, Tonie G. Petranek, Notary Public, personally appeared Tina McEwan, 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: Tonie G Petranek (seal)



CITY OF ONTARIO

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

Bond No. **TCS0172493**

PROJECT: TRACT MAP NO. 20449 OFFSITES

WHEREAS, the conditions placed on the tentative tract map for Tract Map No. 20449 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and BrookCal Ontario LLC, a Delaware Limited Liability Company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and Trisura Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of Oklahoma, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of One Million Three Hundred Twenty-One Thousand Three Hundred Ninety-Five and 51/100 Dollars ($1,321,395.51), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, 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 PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and the City's Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed 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.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on 20th June, 2023.

A-1X

Trisura Insurance Company
Name of Surety

Stamford Plaza Suite 1504, 281 Tresser Blvd
Stamford,CT 06901

Mailing Address of Surety

Telephone No. of Surety

By: Tina McEwan, Attorney in Fact

BrookCal Ontario LLC
Principal

By:
Title: Nicole Burdette, President

and

By:
Title: Dave Bartlett, Vice President

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

RISK MANAGEMENT
DATE 6/26/23
SURETY APPROVED ONLY
INITIAL

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

State of California
County of Orange

On June 22, 2023 before me, Meagan Knecht, Notary Public, personally appeared Nicole Burdette & Dale Barnett, 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.

[SEAL]

Signature _____

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 29, 2023

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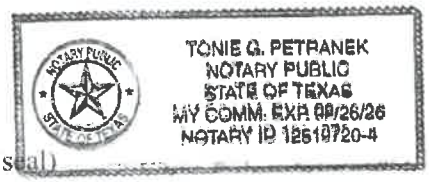
STATE OF TEXAS)
COUNTY OF DALLAS)

On June 20th 2023 before me, Tonie G. Petranek, Notary Public, personally appeared Tina McEwan, 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: _____ (seal)



2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: TCS0172493
Bond issuance date: June 20, 2023

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Tracy Aston, Samantha Russell, Rosa E. Rivas, Meghan Hanes, Mary Y. Volmar, Tina McEwan

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the **11th** day of **December, 2020.**

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents

on this 25th day of February, 2022.

STATE OF Connecticut
County of Fairfield

George James, Chief Underwriting Officer, Surety

Trisura Insurance Company CORPORATE SEAL

On this **25th** day of **February, 2022**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at Fairfield, Connecticut the day and year first above written.

SERENA I. SZEKELY
Notary Public, State of Connecticut
My Commission Expires 10/31/2026

Serena I Szekely seal

, a Notary Public of Connecticut

My Commission Expires: **10/31/2026**

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Richard Grant

Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

CITY OF ONTARIO *Agenda Report* **March 5, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Dennis Mejia 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: 10

SUBJECT: **A CONSTRUCTION CONTRACT WITH MAMCO INC., A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICE INC., AND AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH ANSER ADVISORY MANAGEMENT LLC AND KLEINFELDER INC., FOR THE ARCHIBALD SEWER DIVERSION PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Approve the plans and specifications and award Contract No. UT1016 to Mamco Inc., of Perris, California, for the construction of the Archibald Sewer Diversion Project, in the amount of $3,666,666 plus a 15% contingency of $550,000, for a total not-to-exceed amount of $4,216,666, a term of 200 calendar days after issuance of notice to proceed; and authorize the City Manager, or his designee, to execute said contract and file a notice of completion at the conclusion of all construction activities related to the project.
B. Approve and authorize the City Manager, or designee to execute a Professional Services Agreement with Stantec Consulting Services Inc., of Irvine, California, for a total not-to-exceed amount of $129,000 for construction engineering services and a term from March 5, 2024 to March 31, 2026.
C. Approve and authorize the City Manager, or designee to execute Amendment No. 10 to the Professional Services Agreement with ANSER Advisory Management LLC DBA Wallace and Associates Consulting Inc., of Santa Ana, California, to amend the Agreement amount by $137,660 for a new total not-to-exceed amount of $2,172,433 for construction management and inspection services and a term from March 5, 2024 to October 1, 2024.
D. Approve and authorize the City Manager, or designee to execute Amendment No. 5 to the Professional Services Agreement with Kleinfelder Inc., of Ontario, California, to amend the Agreement amount by $87,951 for a new total not-to-exceed amount of $1,016,486 for geotechnical and material testing services and a term from March 5, 2024 to June 30, 2025.

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)

FISCAL IMPACT: The recommended Contract award to Mamco Inc. is for $3,666,666 plus a 15% contingency of $550,000 for a total not-to-exceed amount of $4,216,666. Proposed Professional Services Agreement to Stantec Consulting Services Inc. is for a total not-to-exceed amount of $129,000. Proposed Amendment No. 10 to ANSER Advisory Management, LLC DBA Wallace and Associates Consulting Inc., increases the Agreement by $137,660, for a new total not-to-exceed amount of $2,172,433. Proposed Amendment No. 5 to Kleinfelder Inc., increases the Agreement by $87,951, for a new total not-to-exceed amount of $1,016,486. The total cost for the recommended action is $4,571,277.

The Fiscal Year 2023-24 Budget includes appropriations in the Sewer Capital Fund of $3,038,488 for the construction and construction support services for the Archibald Avenue Sewer Diversion project. This amount is funded through a contribution from the Old Model Colony (OMC) Local Adjacent Sewer Development Impact Fee (DIF) fund. If approved, the request for additional appropriations of $1,532,789 in the Sewer Capital Fund, of which $901,221 will be funded from a contribution from the OMC Local Adjacent Sewer DIF fund, will be included in a future budget update as needed.

BACKGROUND & ANALYSIS: In the current Sewer Master Plan (SMP), the City of Ontario (City) has identified several areas of deficiencies in the existing sewer system and identified Capital Improvement Projects (CIPs) that are intended to mitigate these deficiencies. One of the deficient areas is referred to as CIP Location No. 4, located along approximately 6,000 linear feet of 18-inch sewer in easements and street right-of-way beginning from Archibald Avenue approximately halfway between Francis Street and Cedar Street and ending in Philadelphia Street west of Hellman Avenue. The SMP identified that these existing sewers do not meet the City velocity design criteria at existing flow conditions. The area includes development areas such as the Meredith International Center, Guasti Plaza, and Hofer Ranch. At build-out conditions, certain segments of the existing sewers will be undersized and will be hydraulically deficient. This area includes two siphons – one crossing the Cucamonga Channel and the other crossing the West Cucamonga Channel south of Philadelphia Street. These siphons currently present maintenance issues with occurrences of debris buildup and are potential sewer overflow risks. This project will divert flows and eliminate the need for these two siphons.

The project is located in two sites; Archibald Avenue (Francis Street to Cedar Street) and Philadelphia Street (Vineyard Avenue to Hellman Avenue). The work under this contract consists of installation of approximately 2,900 linear feet of 18-inch and 8-inch diameter sewer mains; installation of new sewer manholes; modifications of existing sewer manholes, laterals reconnections, connection to existing sewer systems at various street intersections; flow management to maintain existing sewer service; implementation of traffic control during construction, concrete and asphalt concrete pavement repair and street restoration. Due to new sewer main interference, the project will also relocate approximately 250 linear feet of 12-inch

potable water pipe, including a temporary aboveground pipeline for water services, reconnection of water services, valves, and appurtenances; and pavement and concrete restoration.

On December 14, 2023, eight (8) bids were received for the UT1016 Archibald Sewer Diversion Project through the City's electronic bid management system in response to Bid No. 1714. The bids ranged from a low bid amount of $3,666,666 to a high bid amount of $4,724,500. The lowest four (4) bids are summarized below:

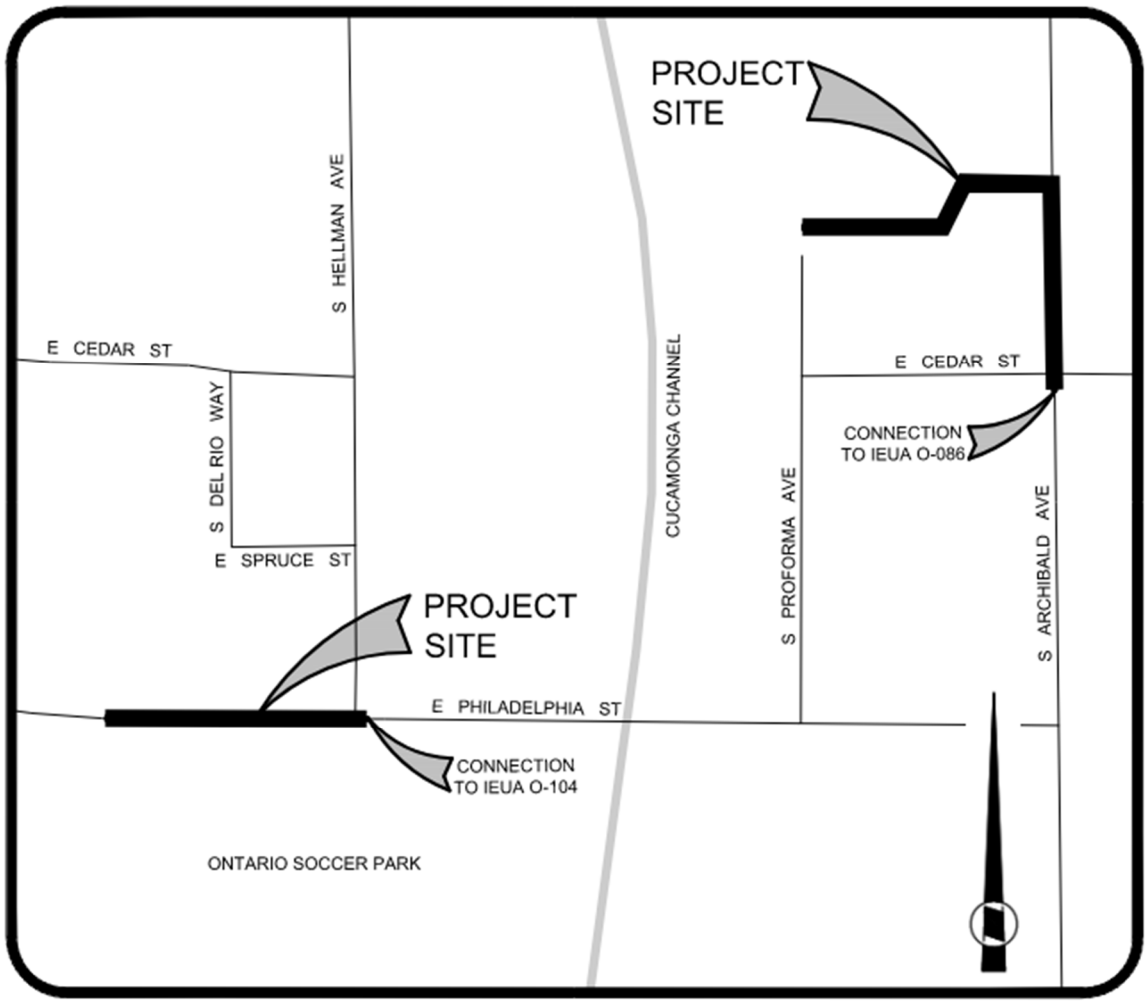
Bidder	**Location**	**Amount**
Mamco Inc.	Perris, California	$3,666,666
Weka Inc.	Highland, California	$3,985,217
SEMA Construction Inc.	San Diego, California	$4,101,571.30
James W. Fowler Co.	Dallas Oregon	$4,122,220

Staff reviewed bids for responsiveness and pricing and recommends awarding the Contract to Mamco Inc.

Support services will be required during construction of the Archibald Sewer Diversion Project. Stantec Consulting Services Inc., will provide construction engineering services as they are the Engineer of Record for the project and developed the project plans and specifications. ANSER Advisory Management LLC DBA Wallace and Associates Consulting Inc., will provide construction management and inspection services. The City first contracted with ANSER Advisory Management in October of 2019 after an extensive Request for Proposal selection process for on-call project management services. Kleinfelder Inc., will provide geotechnical and material testing services. The City first contracted with Kleinfelder Inc., in March of 2023 after an extensive Request for Qualification selection process for on-call geotechnical and material testing services. Staff solicited scope and fee from all consultants.

ENVIROMENTAL REVIEW: An Initial Study, a Negative Declaration or Mitigated Negative Declaration will not be necessary for the proposed projects per Article 19, section 15301, Class 1 – Existing Facilities. The project proposes a minor alteration to the existing sewer infrastructure within the specified street segments by replacing it with new sewer lines and associated components as described in the project description, generally in the same vicinity as the existing sewer lines. The project is maintenance in nature and will result in a new system that has increased durability and reliability for existing and future services.

EXHIBIT A



LOCATION MAP

CITY OF ONTARIO

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500
CONTRACT

THIS CONTRACT is made and entered as of _____, in the County of San Bernardino, State of California, by and between the City of Ontario, hereinafter called City, and **Mamco 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:

OMUC CONTRACT NO. UT 1016
ARCHIBALD SEWER DIVERSION 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 **Two Hundred (200) calendar 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 **Three Million, Six Hundred Sixty-six Thousand, Six Hundred and Sixty-six** Dollars (**$3,666,666**), 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 **$1,000** 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
- 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
- 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 the office of the City Clerk or may be obtained online at http//www.dir.ca.gov/dlsr. and which must be posted at the job site.

ARTICLE 9. CONTRACTOR REGISTRATION AND LABOR COMPLIANCE. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

ARTICLE 10. 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

MAMCO INC
President OR Vice President

By: _____

Its: _____

Printed Name: _____

Secretary OR Treasurer

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

Contract/Contingency Recap Worksheet

Vendor Name: Mamco Inc
Agreement Type: Construction Contract
Description of Scope: The Construction Contract for Archibald Sewer Diversion Project (OMUC Contract No. UT1016)

Document	Date	Value	Term	Description
Original Agreement	3/5/2024	$ 3,666,666.00	200 Calendar Days from Notice to Proceed	The Construction Contract for Archibald Sewer Diversion Project (OMUC Contract No. UT1016)
Contract Change Order No. 1				
Contract Change Order No. 2				
		$ 3,666,666.00		

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
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 **Stantec Consulting Services Inc.**, a **Corporation**, with its principal place of business at **38 Technology Drive, Irvine, CA 92618**("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 **Construction Engineering 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 **OMUC Contract No. UT 1016 Archibald Sewer Diversion Project** ("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 **Construction 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.

3.1.2 Term. The term of this Agreement shall be from **March 5th, 2024 to March 31th, 2026**, unless earlier terminated as provided herein. 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 **One Hundred Twenty-Nine Thousand ($129,000)** 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.

3.3 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: **Jeff Dunn PE**.

3.3.5 City's Representative. The City hereby designates **Dennis Mejia, PE, Utilities Engineering Division Manager**, 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 **Jeff Dunn (License No.C58455)**, 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, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses 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: **Stantec Consulting Services Inc.**
38 Technology Drive Suite 200,
Irvine CA 92618
ATTN: **Jeff Dunn**

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: **Dennis Mejia, P.E., Utilities Engineering Division Manager, OMUC**

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. 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
Stantec Consulting Services 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

Stantec Consulting Services 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

Construction Engineering Services
for
OMUC Project No. UT 1016,
Archibald Sewer Diversion Project

Consultant's proposal will be incorporated as part of the Professional Services Agreement, attached herein as Attachment "1". Consultant will be responsible for providing Scope of Services for the OMUC Project No. UT 1016, Archibald Sewer Diversion Project.

General Project Description:

The City of Ontario's Municipal Utilities Company (OMUC) is implementing a sewer system capital improvements project on Archibald Avenue (E Francis Street to E Cedar Street) and E Philadelphia Street (S Vineyard Avenue to S Hellman Avenue). To mitigate existing deficiencies in the sewer system in the area.

The work consists of the installation of approximately 2,900 linear feet of 18-inch and 8-inch diameter Extra Strength VCP and DIP sewer mains; installation of new sewer manholes; modifications of existing sewer manholes, laterals reconnections, connection to existing sewer systems at various street intersections; flow management to maintain existing sewer service; implementation of traffic control during construction, concrete, and asphalt concrete pavement repair and street restoration. Relocate approximately 250 linear feet of 12-in steel water pipe cement mortar lined and wrapped to a depth of approximately 2 feet below the existing alignment, including highline for water services, reconnect water services, valves, appurtenances, pavement, and concrete restoration.

The Contractor will furnish all transportation, materials, tools, time, equipment, labor, and supplies to complete the improvements, together with the appurtenant work necessary or incidental to complete, in a workmanlike manner, the improvements as contemplated and as intended by the Plans and these Technical Specifications.

All work will be performed during the day between the hours of 7:00 am to 5:00 pm.

The contract time for the Project is Two Hundred (200) calendar days.

The Project will close bids on December 14, 2023, and the Construction Contract is anticipated to be awarded during the City Council Meeting on March 05, 2024.

The project is a prevailing wage project.

Please retrieve the Plans and Specifications using the information below:

UT1016 ARCHIBALD SEWER DIVERSION PROJECT

1. GENERAL REQUIREMENTS:

1.1 Basic Services. Consultant agrees to perform all the necessary professional, engineering, and any other necessary engineering services mutually agreeable to the parties for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. "N/A", NOT APPLICABLE.

1.3 Additional Services. "N/A", NOT APPLICABLE.

1.4 Communication with City. Consultant will participate in consultations and conferences with authorized representatives of City and/or other local, regional, or State agencies concerned with the Project, which may be necessary for the completion of the Project or the development of documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences will continue throughout the planning and development of the Project. Consultant will take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any Construction Manager contracted by the City.

1.4.1 **Bi-Weekly Project Check-ins.** Consultant will participate in bi-weekly project conference call Microsoft Team meetings with the City, Construction Manager, Contractor, and other relevant parties.

1.4.2 **Meeting Agendas and Minutes with Action Items.** "N/A", NOT APPLICABLE.

1.4.3 **Monthly Billings.** Invoices will include, at a minimum, budget for each task or sub-task, number of hours spent with hourly rate by labor classification during the month and cumulative total for the project for each task. In addition, the monthly invoices will identify indirect and other project related costs incurred during the month. Consultant will provide to the Project Manager one (1) electronic copy (smart pdf).

1.4.4 **Monthly Billing Status Reports.** A Monthly Billing Status Report will be submitted with the Monthly Billing Invoice, which includes: summary of work completed and review of work status relative to the budget. Any divergences between work completed and budget expended needs to be specifically explained.

1.4.5 **Updated Project Schedule.** "N/A", NOT APPLICABLE.

1.4.6 **Updated Project Budget.** "N/A", NOT APPLICABLE.

1.4.7 **Pre-Construction Meeting:** Consultant will attend the Project Pre-Construction meeting.

1.4.8 **Decision Log:** "N/A", NOT APPLICABLE.

1.4.9 **Format of Deliverables:** Consultant will submit all original documents in one or more of the followings formats as directed to by the City: MS Word, MS Excel, MS Project, MS Power Point, PDF, AutoCAD, Arc GIS.

1.5 Coordination and Cooperation with Construction Manager. The City may contract out a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it will provide a copy of its agreement with the Construction Manager so that the Consultant

will be fully aware of the duties and responsibilities of the Construction Manager. The Consultant will cooperate with the Construction Manager and respond to any requests or directives authorized by the City to be made or given by the Construction Manager. The Consultant will request clarification from the City in writing if the Consultant should have any questions regarding the authority of the Construction Manager.

2. CONSTRUCTION ENGINEERING SERVICES:

Consultant is to provide construction engineering services during the Pre-Construction, Construction, and Post-Construction Phases for the OMUC Project No. UT 1016, Archibald Sewer Diversion Project. Upon start of construction, City's team will provide active construction management services. Consultant will provide support services for review of submittals, RFIs, change orders, claim mitigation efforts, and attend construction progress site meetings. Upon completion of construction activities, City's team will forward one set of red-lined drawings to the Consultant to review and sign off on as Finalized As-Builts record drawings on mylar.

Construction Observation Services

City's team will provide construction observation, inspection services on a full-time basis while the Contractor is engaged in construction activities to ensure that the construction proceeds in a safe manner, while strictly adhering to the contract requirements. City's team will maintain daily record of field activities including progress photos and identify issues of concern. City will retain the services of a geotechnical firm to provide services such as compaction testing. Special attention will be given to the construction activities within Southern California Gas and Edison Transmission Lines. The City's team will also ensure that the Contractor maintains redlines to document changes to accommodate deviations from the contract drawings and specifications. Upon completion of construction activities, the Contractor will provide City's team with one set of red-lined record drawings. City's team will forward one set of red-lined drawings to the Consultant to review and sign off on one full size set (24" X 36") of As-Builts record drawings on bond paper.

Phase 2.1 Pre-Construction

Item 2.1.1 Pre-Construction Meeting

Consultant will attend a Pre-Construction meeting with the Contractor and all stakeholders including City staff and utility representatives. City's Construction Management team will prepare a meeting agenda, facilitate the meeting, and prepare meeting minutes and distribution of minutes to all attendees. Consultant will provide technical support to City addressing any questions arising from the pre-construction meeting.

Phase 2.2 Construction

Item 2.2.1 On-Site Construction Management and Inspection

City's Inspection and Construction Management team will provide observation and monitoring of the quality of the construction work.

Consultant will perform periodic site visits to monitor the progress, performance and assess any conflicts which may arise during the course of construction and will coordinate these visits with the City's Construction Management team. It is estimated that up to ten (10) site visits may be required.

Item 2.2.3 Change Order Management

Consultant will assist City's team with negotiating and coordinate the implementation of contract change orders during the construction process. City's team will compile change order supporting documentation, such as inspection reports, test reports, drawings, sketches, photographs, and other materials as required. Consultant will review and evaluate the appropriateness of all proposed change orders; advise City as to their effect on the contract time and cost; and perform independent estimates of the proposed change order work when necessary, as well as recommend approval or denial. Consultant should anticipate responding up to ten (10) change orders.

Item 2.2.4 Requests for Information (RFIs)

Consultant will provide timely RFI review, as requested by City's team, which will include coordination with City's team and Consultant will provide a clear and concise written response to City's team. City's Construction Manager will maintain the RFI log and records. Consultant should anticipate responding up to fifteen (15) RFIs.

Item 2.2.5 Submittal Management

City's Construction Manager will coordinate submittal review with Consultant to ensure timely submittal review and acceptance including review of material and equipment submittals for compliance with contract documents. City's Construction Manager will maintain the submittal log and records. Consultant should anticipate responding up to fifty (50) submittals.

Item 2.2.6 Design Revisions

Consultant will coordinate with the Construction Manager and Contractor regarding any proposed design deviations from the original plans and specifications, requested either by the Contractor or the City, or as a result of Contractor's pothole information. Consultant will issue revised plans as a result of any design revision. Consultant should anticipate responding up to five (5) event design changes.

Consultant shall prepare, at no additional expense to the City, all revisions to documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

Phase 2.3 Post Construction

Item 2.3.1 Final Inspection and Punch List

City's team will compile a detailed "punch list" in coordination with Consultant. City will oversee the complete performance of all punch list items and final clean-up before the Contractor moves off-site.

Item 2.3.2 Coordinate Close-Out and Submittal of Final Documents

City's team will monitor the Contractor's and subcontractor's progress to finalize and submit all project records and documents. City will obtain all record drawings, contract required documents, lien releases and written warranties from the City's Construction Manager.

Once OMUC's Project Manager provides Consultant written approval of the record drawings and specifications, Consultant will forward to City the complete set of original as-built mylar drawings and specifications. The Consultant's tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail. If the complexity of the changes is such that tracing does not produce clear and legible prints, the affected sheets shall be re-plotted, signed by the Engineer of Record, and reproduced on mylar.

Task 2.3.3 Final Payment

City's team will evaluate Contractor's final payment application. Consultant will assist City in resolving any outstanding matters and provide approval and recommendation for final payment. City will file a Notice of Completion with the County.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant will invoice City on a monthly cycle based on the following fee schedule. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Consultant will inform City regarding any out-of-scope work being performed by Consultant for which Consultant intends to seek compensation from City.

FEE ESTIMATE - Construction Support Services for OMUC Project No. UT1016, Archibald Sewer Diversion Project

	QA/QC Tech Advisor	Project Manager	Design Engineer	Engineering Designer	Engineering Designer/CAD Support	Project Administration
Project Billing Rate	$263	$263	$231	$187	$171	$171
Total Hours	14	52	140	298	106	18
Fee	$3,682	$13,676	$32,340	$55,726	$18,126	$3,078

Task								Total Hours	Labor	Expense	Total
TASK 1 - Project Management, Meetings and Coordination	4	10	32			18		64	$ 14,152	$ -	$ 14,152
TASK 2 - Construction Engineering Services											
Phase 2.1 - Pre-Construction							#				
2.1.1 - On-Site Construction Management and Inspection		4	4				#	8	$ 1,976	$ 300	$ 2,276
Phase 2.2 - Construction											
2.2.1 - On-Site Construction Management and Inspection		4	8	24			#	36	$ 7,388	$ -	$ 7,388
2.2.2 - Change Order Management	2	8	24	24			#	58	$ 12,662	$ -	$ 12,662
2.2.3 - Request for Information (RFIs)		4	16	32			#	52	$ 10,732	$ -	$ 10,732
2.2.4 - Contractor Submittals	2		16	120	40		#	178	$ 33,502	$ -	$ 33,502
2.2.5 - Design Revisions	2	2	16	40	30		#	90	$ 17,358	$ 800	$ 18,158
2.2.6 - OPTIONAL Miscellaneous Additional Services	2	16	16	24			#	58	$ 12,918	$ -	$ 12,918
Phase 2.3 - Post Construction											
2.3.1 - Final Inspection and Punch List			4	4			#	8	$ 1,672	$ -	$ 1,672
2.3.2 - Coordinate Close-out and Submittal of Final Documents	2	4	4	30	36		#	76	$ 14,268	$ 1,272	$ 15,540
						Total Hours and Fee		628	$ 126,628	$ 2,372	$ 129,000

EXHIBIT "C"
CONSULTANT'S PROPOSAL

Stantec Consulting Services Inc.
38 Technology Drive Suite 200, Irvine CA 92618-5310

January 5, 2024

Attention: **Mr. Luke Zhipeng Qu, PE**
City of Ontario, Ontario Municipal Utilities Company
1425 S Bon View Avenue
Ontario, CA 91761

Reference: Proposal for Construction Engineering Services for OMUC Project No. UT 1016, Archibald Sewer Diversion Project

Dear Luke,

Thank you for the opportunity to submit this proposal for providing construction engineering support services for the construction phase of Archibald Sewer Diversion Project, UT1016. This proposal has been prepared based on the RFP provided to us on December 19, 2023, and the final PS&E prepared by Stantec. We assume that the project will be awarded for construction on March 5, 2024, with the start of construction expected in April 2024. The construction is anticipated to end by October/November 2024.

SCOPE OF WORK

During the construction phase of the project, we will provide the following services to the City:

Task 1 – Project Management, Meetings, and Coordination

Throughout the duration of the project, the Stantec team will provide the necessary project management activities in accordance with the RFP. This includes the following:

- We will communicate and meet with as required the City representatives or staff and and/or other local, regional, or State agencies concerned with the project. We assume direction will be taken from only the City's representative including the Construction Manager contracted by the City. We will cooperate with the Construction Manager and respond to requests authorized by the City to be made or given by the Construction Manager.
- We will participate in Bi-weekly project conference call meetings via Microsoft Teams with the City, Construction Manager, Contractor, and other relevant parties.
- We will prepare monthly invoices including monthly status reports with each billing invoice. Stantec will prepare and distribute meeting agendas and minutes and communicate regularly with City Staff regarding project issues and status via email and telephone.

Task 2 – Construction Engineering Services

Stantec will provide construction engineering support services during the Pre-Construction, Construction, and Post-Construction Phases for the OMUC Project No. UT 1016, Archibald Sewer Diversion Project. Upon start of construction, we understand the City's team will provide active construction management services, including full time observation, testing, and inspection services. Stantec will provide support services for review of submittals, RFIs, change orders, claim mitigation efforts, and attend construction progress site meetings. Upon completion of construction activities, the City's team will forward one set of red-lined drawings to Stantec to review and sign off on as Finalized As-Builts record drawings on mylar.

PHASE 2.1 PRE-CONSTRUCTION

2.1.1 Pre-Construction Meeting

Stantec will attend a Pre-Construction meeting with the Contractor and stakeholders including City staff and utility representatives. It is assumed that City's Construction Management will prepare a meeting agenda, facilitate the meeting, and prepare meeting minutes and distribution of minutes to all attendees. Stantec will provide technical support to City addressing any questions arising from pre-construction meeting.

PHASE 2.2 CONSTRUCTION

2.2.1 - On-Site Construction Management and Inspection

During the construction, Stantec will perform periodic site visits to monitor the progress, performance, and asses any conflicts, which may arise during the course of construction and will coordinate these visits with the City's Construction Management team. It is estimated that up to 10 site visits may be required.

2.2.2 - Change Order Management

Stantec will assist the City with negotiating and coordinate the implementation of contract change orders during the construction process as required. We assume the City's team will compile change order supporting documentation, such as inspection reports, test reports, drawings, sketches, photographs, and other materials as required. Stantec will review and evaluate the appropriateness of all proposed change orders; advise City as to their effect on the contract time and cost; and perform independent estimates of the proposed change order work, when necessary, as well as recommend approval or denial. It is anticipated that up to ten (10) change orders will be processed.

2.2.3 - Request for Information (RFIs)

Stantec will respond to RFIs regarding the design intent of the plans and technical specifications during construction. It is assumed City's Construction Manager will maintain the RFI log and records. We anticipate responding up to fifteen (15) RFIs.

Reference: **Proposal for Construction Engineering Services for OMUC Project No. UT 1016, Archibald Sewer Diversion Project**

2.2.4 – Contractor Submittals

We will review contractor's submittals (shop drawings) and material certifications for conformance with the contract documents. It is assumed City's Construction Manager will maintain the submittal log and records. It is anticipated up to fifty (50) submittals will be responded throughout the project.

2.2.5 - Design Revisions

Stantec will coordinate with the Construction Manager and Contractor regarding any proposed design deviations from the original plans and specifications requested by the Contractor or the City, or as a result of Contractor's pothole information. We will issue revised plans as a result of any design revision. It is anticipated up to five (5) design revisions.

2.2.6 – Optional Miscellaneous Additional Services

Additional optional services may be required for successful completion of the project. These additional services will be negotiated with the City and will not be performed until written authorization is received from the City's Project Manager.

PHASE 2.3 POST CONSTRUCTION

2.3.1 – Final Inspection and Punch List

We assume the City's team will compile a detailed "punch list" in coordination with the Stantec team. The City will oversee the complete performance of all punch list items and final clean-up before the Contractor moves off-site.

2.3.2 - Coordinate Close-out and Submittal of Final Documents

Upon completion of construction activities, the City's team will forward one set of red-lined drawings to Stantec. We will then prepare record drawings and specifications and forward to the City the complete set of original as built mylar drawings and specifications. We assume the City's Project Manager will review the drawings and specifications for written approval.

FEES

Our proposed to complete the construction support services as described above is $129,000. A breakdown of the fees by task labor hours, including reimbursable costs, is attached (Fee Estimate). Fees will be invoiced monthly based on our time and materials not-to-exceed fee basis.

Reference: **Proposal for Construction Engineering Services for OMUC Project No. UT 1016, Archibald Sewer Diversion Project**

Thank you for your consideration of this request. If you have any questions regarding this proposal, please do not hesitate to email or call me.

Regards,

Stantec Consulting Services Inc.



Nita Kazi PE
Principal
Phone: 858 633-4206
Nita.kazi@stantec.com

Attachment: Fee Estimate

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 10.0 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ANSER ADVISORY MANAGEMENT, LLC

1. Parties and Date.

This Amendment No. **10.0** to the Agreement (as defined herein) is made and entered into as of _____, by and between the City of Ontario ("City") and Anser Advisory Management, LLC, 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 "On-Call Project Management Services PW1920-01" dated October 1, 2019 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services and the not-to-exceed compensation amount for the **Archibald Sewer Diversion Project (OMUC Contract No. UT1016)**. The Parties have heretofore entered into Amendment No. 1 dated January 22, 2021, Amendment No. 2 dated February 18, 2021, Amendment No. 3 dated May 18, 2021, Amendment No. 4 dated June 15, 2021, Amendment No. 5 dated June 21, 2021, Amendment No. 6 dated February 15, 2022, Amendment No. 7 dated November 4, 2022, Amendment No. 8 dated November 15, 2022, Amendment No. 9 dated February 21, 2023.

2.3 Amendment Authority. This Amendment No. **10.0** is authorized pursuant to Section 3 of the Agreement.

3. Additional Work (Term).

3.1 Amendment. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached as Exhibit "A" to the original agreement and the task list attached

hereto as Exhibit "C".

1.2 Section 2.b Section 2b of the Agreement is hereby amended to read as follows:

2. Compensation.

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

City shall pay to Consultant, for the performance of all Services rendered under this agreement, the total not to exceed amount of **Two Million, One Hundred Seventy-Two Thousand, Four Hundred Thirty-Three Dollars ($2,172,433)** ("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 "B" 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. The not-to-exceed fees per task are included in Exhibit "C". This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice (per task) which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. **10.0**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **10.0**. From and after the date of this Amendment No. **10.0**, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **10.0**.

3.4 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. **10.0**.

3.5 Severability. If any portion of this Amendment No. **10.0** is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6 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. 10.0 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ANSER ADVISORY MANAGEMENT, LLC

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 10.0 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

ANSER ADVISORY MANAGEMENT, LLC

If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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EXHIBIT "C"
Task List

Task Number	Project Title	Not to Exceed Fee
Original Agreement	On Call Project Management Services PW1920-01	
C-1.0	Professional Services for UT1013 San Antonio Transmission Water Main	$150,196.00
C-2.0	Professional Services for UT1023 Chino/Haven Pressure Reducing Station	$255,932.00
C-3.0	Professional Services for UT1036 Well House Roof Replacement	$317,824.00
C-4.0	Professional Services for UT1027 Water Main Replacement Project Ph. 1	$432,260.00
C-5.0	UT1061 CIP Staff Augmentation	$1,182,260.00
C-6.0	Professional Services for UT1043 Water Main Replacement Project Ph. 2	$1,364,328.00
C-7.0	Professional Services for UT1046 San Antonio Transmission Water Main - 8th Street	$1,579,200.00
C-8.0	Professional Services for UT1050 Ontario Ranch Phase 2 Water Main Improvements	$1,814,213.00
C-9.0	Professional Services for UT1053 AMI Antenna Project - Phase 1	$2,034,773.00
C-10.0	Professional Services for UT1016 Archibald Sewer Diversion Project	$2,172,433.00
Grand Total		$2,172,433.00

EXHIBIT A
Scope of Services

CITY OF ONTARIO MUNICIPAL UTILITIES COMPANY (OMUC)

PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR

OMUC CONTRACT NO. UT 1016
ARCHIBALD SEWER DIVERSION PROJECT

DECEMBER 21, 2023



ANSER ADVISORY

Part of **Accenture**

2677 N. MAIN STREET, SUITE 400
SANTA ANA, CA 92705
714.276.1135 | ANSERADVISORY.COM

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1. EXECUTIVE SUMMARY

ANSER ADVISORY

Part of **Accenture**

Anser Advisory (Anser) is pleased to present our proposal to provide construction management services for the City of Ontario's Municipal Utilities Company (City/OMUC). Anser is a local leader in performing these exact services on similar projects for public agencies and cities throughout Southern California, including OMUC. Most of our clients are public agencies including city utility departments or water/ wastewater agencies.

ABOUT ANSER ADVISORY

Our mission has always been to provide cost-effective project implementation, construction phase services and staff augmentation solutions for public agencies. Our experience, coupled with a competitive rate structure, is what sets us apart from our competitors. Anser is committed to providing highly qualified project managers, construction managers, inspectors, project engineers, office engineers, labor compliance and administrative staff for a wide range of CIP and development projects. Currently, Anser has a large team of associates with varied backgrounds and deep experience in public works. Our proposal demonstrates Anser's experience in providing construction management and inspection services on similar projects, highlights our staff's qualifications and experience, and presents our cost-effective approach to staffing projects and managing resources.

Our clients have continued to choose Anser for our high level of service and quality, our experience, and commitment to the success of every project.

BUDGET CONSCIOUS

At Anser, we always look for ways to provide our services economically for our clients. Success Story: On the City of Ontario San Antonio 30-inch Transmission Water Main UT1013 project, Anser faced unique challenges beyond our control such as an extension to the project duration and an addition to the scope of work. By leveraging Anser's team of qualified construction management experts, we kept the project on track and under budget resulting in unspent budget returned to the City.

AN EXPERIENCED TEAM

Anser has assigned Jeff Schippers, CCM, a qualified construction manager with over 30 years of industry experience and demonstrated subject matter expertise on similar sewer improvement projects throughout southern California. At the City's request, Anser can also provide a highly-qualified Senior Construction Inspector to assist with this project.

SCOPE OF SERVICES OVERVIEW

We understand the City will need a qualified firm to provide construction management services for implementing the Archibald Sewer Diversion Project UT1016. The project is located on Archibald Avenue (E Francis Street to E Cedar Street) and E Philadelphia Street (S Vineyard Avenue to S Hellman Avenue). The work under this contract consists of the installation of approximately 2,900 linear feet of 18-inch and 8-inch diameter Extra Strength VCP and DIP sewer mains; installation of new sewer manholes; modifications of existing sewer manholes, laterals reconnections, connection to existing sewer systems at various street intersections; flow management to maintain existing sewer service; implementation of traffic control during construction, concrete and asphalt concrete pavement repair and street restoration as described in the Plans and Specifications for OMUC Project No. UT1016. Additional scope of work elements include approximately 250 linear feet of 12-inch steel water pipe cement mortar lined and wrapped to a depth of approximately 2-feet below existing alignment, including highline for water services, reconnect water services, valves, and appurtenances, pavement and concrete restoration as described in the Specifications for OMUC Project No. UT1016.

POINT OF CONTACT AND ACKNOWLEDGEMENTS

We are excited for the opportunity to provide construction management services once again to OMUC and believe our qualifications that follow this letter will meet and exceed the City's requirements.

Jonathan Smith, PE, QSD, Senior Vice President, will serve as Anser's Principal-in-Charge for this contract. Anser has read and will comply will all the terms and conditions of the RFP. Jonathan's contact information is as follows: (858) 472-2212 | jonathan.smith@anseradvisory.com

2. STAFFING RESOURCES

CORE ADMINISTRATIVE SUPPORT TEAM

A. FIRM STAFFING AND KEY PERSONNEL

We have assembled a highly experienced team of experts to provide the City with Construction Management for the Archibald Sewer Diversion Project. Our proposed team, led by Construction Manager **Jeff Schippers, CCM,** will provide services during the pre-construction, construction, and post-construction phases of the project and support the City's Project Manager, City Inspector, and OMUC's Operations' Inspector. Jeff has worked with the City of Ontario on several projects and is familiar with the City's standards and procedures. **Michelle Rios** will perform Document Control and Project Administration services for this project. Michelle will be responsible for recording meeting activities, reviewing construction documents, processing correspondence, and overseeing all administrative tasks for the project's success. We have also included two as-needed Subject Matter Experts, **Barry Safa, PE,** and **Kamran Panah, PE.** Barry and Kamran have worked with the City on many projects and are familiar with the City's policies and standards. They both have knowledge of the Design background of this project and can provide extra knowledge if needed.

We have included brief resumes for each of our proposed staff members on the following pages, that were not previously identified in the inital RFQ.

B. SUBCONTRACTORS/SUBCONSULTANTS

We will perform all functions related to this project and do not plan to utilize any subconsultants.

Ontario Municipal Utilities Company

Principal-In-Charge
Jonathan Smith, PE, QSD

Construction Manager
Jeff Schippers, CCM

Document Control / Project Administration
Michelle Rios

As -Needed: Subject Matter Experts
Barry Safa, PE
Kamran Panah, PE



ANSER ADVISORY



JEFF SCHIPPERS, CCM

SENIOR PROJECT MANAGER/SENIOR CONSTRUCTION MANAGER

Mr. Jeff Schippers has over 30 years of construction engineering experience in project management/construction management/contracting throughout public works, private development, and large public facilities. His background is diverse and includes water and sewer pipeline installations, water/wastewater treatment facilities, water storage and transmission, roadway, mechanical and electrical facilities **His background includes the role as senior MEPF and Special Systems lead Superintendent on two projects exceeding $2 billion including the tasks of startup, commissioning, and training**. He has a strong background in streamlining construction management approaches, implementing new systems, managing diverse personnel, training/mentoring staff, and achieving the highest level of safety, productivity, and profitability. Jeff is adept at resolving complex construction issues and can operate effectively within the framework of a large public agency structure. His contracting background and experience in bidding jobs, preparing hard bids, and construction schedules make Jeff an excellent agency representative to manage a construction project from start to finish. He has extensive experience in managing subconsultants, designers, materials testing, surveying, and other resources needed in managing a major public works project. Jeff brings experience with state and local government agencies, environmental regulatory agencies, public utility companies, and private utilities. As the owner's representative, he has managed large projects up to $200 million with new and remodeled facilities, including the Anaheim Convention Center Expansion and San Diego Convention Center Expansion.

Education

MBA; University of Redlands

BS, Business Management; University of Redlands

Licenses/Certifications

Certified Construction Manager - #7651 (expires 11/04/2025)

Experience

Years' Experience: 30

REPRESENTATIVE EXPERIENCE

- **The City of Ontario Municipal Utilities Company San Antonio Water main pipeline project. Value 10 Million dollars**

This pipeline was a deep CMLC pipeline including a jack and bore at San Antonio and 8th Street and all required appurtenances and concrete and paving repairs from the intersection of 8th and San Antonio to Fern Park.
My role on this project was to provide technical assistance to our onsite Construction Manager and have not been involved from start to finish.

- **The City of Ontario Municipal Utilities Company Phase 2 Potable water pipeline system. Value- 12 Million dollars Timeline December 2022 to current**

This project was a new potable water system that upgrades OMUCS current system with 30-inch CMLC pipeline from Eucalyptus and Grove to Chino and Grove and transitioning to new 18-inch CMLC pipeline from Grove to Ontario Ave along Chino. It includes a new Pressure Reducing Station all appurtenance structures including fire hydrants, Blow offs. Airvacs and valving. New concrete and asphalt were installed along the entire length of the new pipelines.

- **Redondo Beach- Harbor Patrol Boat dock**
- **G-Trans Dispatch Remodel, City of Gardena, CA**
- **Gardena Fire Station 158 Upgrades and Tennant Improvement, City of Gardena and LA County Fire Department**
- **Alta Vista Sewer Pump Station, City of Redondo Beach, CA**
- **Lindley Reservoir Replacement Project, City of Escondido, CAWater Reclamation Plant #2 Tertiary Membrane Filtration, City of Corona, CA**
- **Water Reclamation Facility # 2 - Headworks and Lift Station Upgrades, City of Corona, CA Lester Treatment Plant/Blend Station, City of Corona, CA**
- **Well 29 and Well 31, City of Corona, CA**
- **Woods Valley Water Reclamation Facility, Phase 2 Expansion, Valley Center Water District, CA**
- **CIP Projects, City of Corona Department of Water and Power, Corona, CA**

ANSER ADVISORY



MICHELLE RIOS

DOCUMENT CONTROL / PROJECT ADMINISTRATION

Michelle Rios brings her professional experience in providing client support in a variety of roles. She assists our project team on projects both in the field and administratively. Michelle's duties include recording meeting activities, reviewing documents and processing correspondences. As Project Coordinator, her responsibilities also include overseeing all elements of a project to ensure a successful process and completed project. Additionally, she supports Anser's accounting team by assisting with invoicing. Michelle reviews timesheets with payroll to verify hours, coordinates all project documentation and distributes to appropriate parties within the construction management team. She has very strong computer software skills, is able to follow complex instructions and has an excellent eye for detail. Michelle is able to work independently or as part of a team utilizing her excellent communication skills. Her qualifications also include advanced PC skills with proficiency in Microsoft Office, good analytical skills, the ability to work in a high-volume transaction-driven atmosphere and her ability to interact with clients.

Education

Bachelor of Business Administration, Finance, California State University, Fullerton, CA

Experience

Years' Experience: 3

Years with Anser: 3

REPRESENTATIVE EXPERIENCE

Slater Sewer Lift Station, City of Huntington Beach, CA

Michelle is the Project Coordinator on this $4 million project which consists primarily of the abandonment and demolition of an existing sewer pump lift station and various sections of existing sewer lines, removal of existing electrical panels and conduit, sidewalk, pavement, and surface improvements, sewer bypassing and traffic control. The project also includes the installation of new sanitary sewer lines, installation of a new sewer lift station and valve vault, installation of new wet well submersible pumps, replacement of a force main, asphalt paving and removal, restoration of existing public and private improvements and related appurtenant work.

Alta Vista Sewer Pump Station, City of Redondo Beach, CA

Michelle is the Project Coordinator on this $3 million project which consists of the replacement of two pump stations. The new pump station is able to store 4,228 gallons of sewage and provide the minimum 3 feet per second forcemain velocity. The project also includes the construct new lift station, temporary By-Passing, Construct approximately 900 LF of 8-inch VCP sewer, construct seven (7) new manholes, Construct one (1) drop manhole, Re-channel two (2) manholes, construct approximately 400 LF of 4-inch DR 14 PVC sewer forcemain, Construct concrete retaining wall enclosure with steel fencing, install 10-ft wide flood barrier gate, relocate existing SCE, Charter, and Frontier utilities, furnish and install 50kW Diesel Generator, furnish and install motor control center, furnish and install electrical work, materials, equipment, and control systems.

Basin 2 Sewer Pump out Station Upgrade project and Harbor Patrol Dock Replacement Project, City of Redondo Beach, CA

Michelle is the Project Coordinator on this $2 million project which consists of the Removal and disposal of the Harbor Patrol's existing 2,800 sq. ft. timber dock float and nine (9), existing guide piles. Construct new 3,600 sq. ft. concrete floating dock supported by ten (10), 18-inch, round concrete guide piles. The second project consists of the removal and disposal of the existing 400 sq. ft timber public sewer pump out dock and two (2), existing guide piles. Construct new 1,200 sq. ft. concrete floating dock supported by five (5), 24-inch, round concrete guide piles.

Ontario Municipal Utilities Company, Various Capital Improvement Projects, Ontario, CA

- **Watermain Replacement UT1027:** This $3.6 million project included the total installation of 8-inch pipe is approximately 8,250 feet, and of 12-inch pipe is about 1,420 feet of water distribution line, installation of water appurtenances; installation of water service laterals and connection to new water meters; making multiple water main connections at various street intersections.
- **San Antonio Avenue 30" Diameter Transmission Water Main UT1013:** This $2 million project was constructed in two phases and consist of the installation of a 30-inch transmission water main from Ontario's 20 million gallon reservoir on Eighth Street.

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Education

Construction Management, University of CA, Los Angeles, 1982

MS, Management, State University of New York, Albany, 1976

BS, Civil Engineering, University of California, Davis, 1965

Licenses/Certifications

Registered Civil Engineer, CA #C37137

Experience

Years' Experience: 40+

Years with Anser: 6.5

BARRY SAFA, PE
SUBJECT MATTER EXPERT

Mr. Safa is a registered Civil Engineer and a licensed Contractor with over 40 years of experience in resident engineering, construction inspection, construction engineering and project management on a variety of construction projects including type V buildings, concrete buildings, industrial buildings, storm drain facilities, water and wastewater facilities, roadway and structures. These have included major arterial roadways, large reinforced concrete structures, retaining walls, reinforced concrete flood control channels and box culverts and other structures, water reservoirs, pump stations, aeration basins, clarifiers, sludge drying beds, pipelines, industrial plants and other public works projects. His experience includes contract administration, CPM scheduling, claim dispute resolution, partnering, construction inspection and material sampling and testing. His experience in maintenance engineering has provided him with awareness of maintenance and operation issues, which benefits project owners. Barry also brings design experience that enables him to effectively communicate with the design engineers to the benefit of his projects. His design experience includes meeting with the project owner to determine the owner's needs, design calculations, studies, design details, preparation of plans and specifications, and other design engineering tasks. His project management experience includes contract administration, project scheduling, claim prevention, managing technical staff and working closely with the owner.

WATER /SEWER PROJECTS

- **Canyon Lake Sewer Rehabilitation Project, Elsinore Valley Municipal Water District, City of Lake Elsinore, CA**
- **Archibald Sewershed UT1016, Ontario Municipal Utilities Company, City of Ontario, CA**
- **North Vineyard Sewer UT1018, Ontario Municipal Utilities Company, City of Ontario, CA**
- **Water Replacement UT1060, Ontario Municipal Utilities Company, City of Ontario, CA**
- **Watermain Replacement UT1027, Ontario Municipal Utilities Company, City of Ontario, CA**
- **San Antonio Avenue 30" Diameter Transmission Water Main UT1013, Ontario Municipal Utilities Company, City of Ontario, CA**

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Education

PhD, Civil Engineering, University of Southern California

Masters in Public Administration, CSU Northridge

MS, Mechanical Engineering, University of Southern California

MS, Civil Engineering, University of Southern California

BS, Mechanical Engineering, Sharif University of Technology

Caltrans Resident Engineer Academy

Licenses/Certifications

Registered Civil Engineer, CA #C41483

QSP/QSD

Experience

Years' Experience: 35+

KAMRAN PANAH, PE, QSP
SUBJECT MATTER EXPERT

Mr. Panah has over 30 years of combined experience in planning, design, and construction management of public works civil and environment engineering projects. He spent over 25 years with the City of Simi Valley where he acted as both the Senior Civil Engineer and Principal Engineer for sanitation and capital projects. Kamran was responsible for planning, budgeting, and managing the design and construction of the City's Capital Improvement Program (CIP), as well as flood management projects with the Ventura County Watershed Protection District. Kamran is experienced with providing oversight and management to design teams, supervising inspection staff, implementing labor compliance requirements, negotiating contract change orders, monitoring design and construction progress schedules, resolving construction disputes and potential claims, and preparing technical and staff reports. He has also coordinated project work with utility companies, cities, counties, Caltrans, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, Regional Water Quality Control Board, private businesses and the public. He is proficient in the Caltrans Standard Specifications, Standard Plans, Construction Manual, Local Assistance Procedures Manual, and the "Greenbook" Standard Specifications for Public Works Construction.

REPRESENTATIVE EXPERIENCE

- **Ontario Municipal Utilities Company, City of Ontario, CA**
  Project/Construction Manager providing the City with project management, construction management and inspection services on a variety of improvement projects. Main responsibilities center around the installation of water/sewer pipelines and storm drains for both new construction and relocation projects. Inspects the grading, excavation and installation of various project elements for adherence to plans and specifications. Provides construction administration, cost estimates, and reviews documents for contract compliance. Projects include:
  - Archibald Sewershed UT1016
  - North Vineyard Sewer UT1018
  - Water Replacement UT1060
  - Well 50 UT1019
- **Ventura Waterworks District No. 8, Seismic Retrofits, City of Simi Valley**
- **Pleasant Valley No. 2 Facility, City of Simi Valley, CA**
- **Well No. 35 and 1-mgd Tapo Canyon Water Treatment Plant, City of Simi Valley, CA**
- **Hydrogeologic Study and Rehabilitation of West-End Dewatering Well System, City of Simi Valley, CA**

3. PROPOSED METHOD TO ACCOMPLISH THE WORK

CONSTRUCTION MANAGEMENT SERVICES

PHASE 1. PRE-CONSTRUCTION

Item 1.1 Contract Document Review, Pre-construction Site Photos and Video

Constructability Reviews

The Anser team firmly believes in the ongoing review of the project documents during this phase. These reviews provide a structured format to evaluate the project plans, technical specifications, contract documents, and bid schedule, which are all critical in supporting construction. These documents need to be coordinated so that the future contractor has a complete understanding of the project's requirements. This effort will reduce project issues and ultimately save time and money during the construction phase.

Anser utilizes Bluebeam Revu™ software for its constructability review comments on the project plans and specifications. Anser will mark up a set of plans on the PDF editor Once all the comments are compiled on the marked-up PDF set, the software can export a review sheet that identifies the page number, comment, and, most importantly, a picture of the discussed item. This report supplements or replaces the Excel spreadsheet typically issued as the tracking log for the constructability comments. When reviewing comments, there is no need for a set of plans and an Excel sheet. This report will combine both and make for more efficient and productive meetings with the team. Additional sketches and drawing details containing recommendations for package improvements will be provided to supplement the comment log to verify clarity. The comment/response log will be supplemented with full-size sheet plans with markups for each project.

Photo and Video Documentation Procedures

Color photo documentation is vital to record onsite progress. Color video documentation will be done at the beginning of the project to document existing conditions. Photographs shall be taken as often as needed (e.g., daily, hourly), and the date/time superimposed on the photos. In addition, photographs of specific activities will be taken, including potential or known deficiencies. Photos will be uploaded to the project website daily. A set of photos will be used in monthly progress reports submitted to the City, and the construction manager shall keep a set in a continuous photographic log of the project. Upon project completion, all photos shall be submitted to the City.

Item 1.2 Document Control Procedures, Coordination with City Staff

Document and Record-Keeping

Our project controls philosophy is based on the belief that comprehensive documentation of all aspects of the project will maintain the accountability of all stakeholders. Anser staff know that comprehensive documentation on each project is the best technique available for avoiding and defending against change orders and claims, and managing project time, cost, and quality. Effective project controls help to verify the City receives a successful project.

Anser is experienced with the City's project management information system, Orion, and understands the importance this platform plays in the City's project records. Anser has provided Orion project setup and training assistance to multiple City PMs on several projects. Accurate project record keeping is a vital component to the successful delivery of a project no matter the size and scope.

Permitting

Our experience with permitting projects will allow our staff to closely monitor the progress of the design through the permitting phases. This is considered with local agencies and potentially with the state architect. The need to address the various agencies in the permitting phase is critical to make sure that we take advantage of every opportunity. Hence, you get the project out to bid as soon as possible and keep the various permitting phases from slowing down the work's design, pre-bid, and construction phases. It is critical to have all permits approved before construction to avoid potentially costly delays to the Contractor once work begins.

Item 1.3 Pre-Construction Meeting



A Pre-construction Scheduling Conference will be held with the City, Design firm, Contractor, and all applicable stakeholders to discuss the project. We will review the proposed baseline schedule with the Contractor during such time. At that time, we want to understand the approach to the sequencing of work and minimize resubmissions of the baseline schedule. Opportunities to reduce the overall schedule and reduce the risk of schedule delays will be discussed. It is imperative to the project's success for the parties to agree upon a reasonable baseline schedule; this is the basis of regularly evaluating progress and apportioning responsibility for any delays. The schedule review will also allow all stakeholders to understand the potential impacts of the project and when they are to be expected. Our complete approach to the schedule is discussed on page 7.

Item 1.4 Preliminary Utility Coordination

Working with the existing utility companies is a critical component to the success of any project. In many cases, the utility work drives the critical path components of the project schedule, as maps, agreements, and

right-of-way constraints can hinder the project from moving forward. Anser will review all plans prepared by the utility companies to verify that there are no constructability constraints and that the pipelines and appurtenances are placed at locations as required by the project design. In the case of any potential conflict, Anser will work to generate any utility conflict maps that may affect the project.

PHASE 2. CONSTRUCTION

Item 2.1 On-Site Construction Management & Coordination

Jeff Schippers, CCM, will provide daily on-site observation and oversight of required materials, equipment, and methods of construction and monitor compliance with all contract documents, permits and regulations. His routine observation will include coordination with OMUC's Project Manager, City Inspector and OMUC's Operations division on the construction of the project and daily reports discuss conversations, labor, materials, equipment, and work completed during the shift as well as adherence to the compliance aspects of the Contract with photographs.



Our work plan is to eliminate surprises to the City by proactively working with the contractor to identify and resolve deficiencies or problems as quickly as possible at the field level. Anser's construction management team will utilize photos and videos of the construction progress as well as the 3-week look-ahead schedule to properly advance the construction effort by looking ahead and by assisting the contractor in resolving issues before they become problems. All work will be inspected for conformance with the Issued for Construction plans and contract quality requirements. A non-conformance report (NCR) will be issued by the construction management team if a field or material quality item does not meet contract requirements. Any NCRs must be addressed by the contractor and closed by the construction management team.

Comprehensive and accurate daily records of field activities become the go-to document when a dispute comes to light. Early recognition of an issue allows added opportunities for resolution. If extra work is required, accurate documentation is critical to determine the actual costs incurred and come to an accurate evaluation of cost. When disputed work is not resolved by change order, it must continue under a potential claim. In this case, the Anser team will create a file number to track the contractor's effort with added scrutiny. Accurate documentation of manpower, equipment, and materials will allow us to disallow or minimize the cost of disputed extra work.

Stormwater Review

Anser Construction Managers will enforce the approved Stormwater Pollution Prevention Plan (SWPPP) to be distributed to the Contractor and City staff, check that the project is loaded on the state database and that the project complies with the approved Water Quality Management Plan (WQMP). Anser will verify to comply with all provisions of the Plan and/or other requirements set forth in the specifications. Anser staff is well versed in National Pollutant Discharge Elimination System (NPDES) monitoring through the provision of dedicated services for oversight of developers and contractors on behalf of several public agencies.

Quality Assurance Testing

It appears that the City will be providing Special Inspections for this project so we will monitor and oversee the testing firm and verify compliance.

Item 2.2 Scheduling and Progress Meetings

Weekly Progress Meetings

Anser will schedule and chair weekly progress meetings with the City, Contractor, Designer, and all applicable stakeholders to the project. The weekly meetings will include, at a minimum, the following items: comments on previous meeting minutes, health and safety issues, weather, SWPPP, contract financial status, progress and schedule review, including four-week look-ahead schedule, agency coordination, submittal and RFI review, schedule QA/QC activities, QA/QC results and discussion of any key observations, (i.e., test failures and how they will be addressed) and any task-specific issues.

Monthly Meetings/Report

Monthly cost and schedule update meetings will be held. They will include, at a minimum the following items: overall project schedule status, overall project budget status, contract time summary to date, progress payment (if applicable), change order requests, and associated costs. A monthly report summarizing all these items from the previous month will be issued with each meeting.

Item 2.3 Change Order Management

Change is inevitable. In the construction industry, however, changes can cause costly delays and challenge the team to fulfill contractual obligations. At Anser Advisory, we understand that changes in the requirements of a project, the availability of resources, and other unforeseen conditions can create real problems for your construction project. The combination of our construction managers and cost estimating group has the proven experience and the expertise you need to help you navigate these issues and to provide you with the change order analysis you need to determine whether the changes have merit and are fair and reasonable so that costs are kept under control.

Change orders typically either originate from the client directing changes to add, remove, or alter a portion of the contract or from unforeseen conditions found on site. These changes must be agreed upon by both parties to the contract. We assist our clients in resolving

all change orders, regardless of the reason, so that the client is aware of the fairness and reasonableness of any change order requests for the program.

The Anser team can guide you on the legitimacy/merit of the change order and if the cost is fair and reasonable. We provide you with the most effective strategies to address cost issues and to make sure your project is completed on time. Our change order evaluation team can assist you in identifying the most appropriate solutions and the best way to approach potential change-related issues. We will create an independent cost estimate (ICE) for all changes to compare to the contractor's proposal and help with negotiations.

We take pride in helping our clients receive fair and reasonable change order pricing while achieving greater project productivity in a competitive marketplace. Our goal is always to add value to the program's bottom line. Suppose you need help in figuring out change orders and ensuring the most cost-effective solutions for these unexpected situations. In that case, we have the experience and can help with the best options in the industry.

Item 2.4 Requests for Information (RFIs)

The Anser team reviews, investigates, and recommends action on submittals and information based on information presented in the Contract plans and specifications. We are experienced and comfortable coordinating with project designers and structures representatives on design related RFIs and submittals. RFIs impacting the design or contract of a project are always reviewed with the engineer of record prior to a response being issued to the Contractor.

Item 2.5 Submittal Management

Our submittal approach is that the response should meet the terms of the contract unless the proposed solution is an overall benefit to the project. Submittal and RFI logs will be developed and maintained, and all RFIs and submittals are logged and tracked according to when they are received from and returned to the contractor and their approval or Anser status. In addition, a list of required submittals based on the contract documents is developed for each project to assist both the construction management team and contractor in providing timely submittals and reviews, so as not to delay the work.

Item 2.6 Claims Management

Anser's goal is to resolve disputes at the field level as much as possible by facilitating an understanding of the contractual obligations and providing creative opportunities to achieve win-win outcomes. If appropriate, we will work with the contractor to come to a fair and reasonable settlement of the issues, which are acceptable to all parties. Anser believes in and practices proactive communication and proactive management, which promotes collaboration on the job, and we will make every attempt to resolve issues before they become disputes. We will vigorously defend the interests of the City and explicitly enforce the contract documents. Our team employs claims experts with a proven track record with public agencies on projects of all sizes. The Anser team brings valuable "lessons learned" and as-needed advice on resolving and mitigating potential contractor claims.

The Anser team provides two key differentiators that deliver value to our clients: First, our team is dedicated to "Project First" thinking. This means we consistently observe the project's best interests in every action. Second, we practice a style of contract administration that emphasizes the implementation of best practices, recognizing change, mitigating risk (i.e., averting claims), and maintaining comprehensive progress documentation.

Item 2.7 Weekly Resident Engineer Report

The construction management team will prepare several weekly reports for the overall project team and the contractor. The reports listed below are necessary to keep record of the project and notify the contractor, City, and third-party personnel of project information, issues, and concerns. These reports include:

- Weekly Statement of Working Days - Documents the number of days counted during the contract each week.
- Weekly Newsletter - Documents the project progress, include photos, issues, cost, and time reporting
- Subcontractor Listing - Documents all the subs on the project to let the labor compliance administrators know what Certified Payrolls or Certificates of Non-Performance need to be submitted that week.
- Storm Water Inspection - Documents the CM's review of the BMPs on site and corrective actions.

Item 2.8 Schedule of Values and Progress Pay Estimates

A cost control system based on the contractor's schedule of values, (or Bid Items) approved change orders and the contract amount will be developed and implemented to monitor progress costs. Upon submittal of the Contractor's monthly invoice, the Anser CM will review the payment applications submitted by the contractor, check and or verify quantities using measurement of items and verification of the quantities computed and noted in their signed daily reports. The CM's daily reports and measurements will determine whether the amount requested reflects the progress of the contractor's work. Anser will resolve discrepancies with the Contractor. Appropriate adjustments to each payment application will be required by the contractor. When the payment application has been checked, it will be presented to the City for processing.

Item 2.9 Safety Program and Traffic Control Plan



Safety is Anser's number one priority. This includes the safety of the traveling public, the contractor, and our team. We adopt a zero-tolerance culture for preventable accidents to ensure that every

team member and public drivers go home at the end of the day. Every member of our construction team has an obligation to never walk by an unsafe act. We will require the contractor to submit an Injury and Illness Protection Plan (IIPP) for all their operations for the project and make sure the contractor is held accountable for enforcing their plan. If we see something that goes against the contractor's plan, we will shut down the operation and call a meeting to make sure safety is the number one goal of the project.

Traffic management during each project is always one of the most critical safety elements. Consistent and clear communication with the City, other construction projects, local businesses, and residents will be important so that all stakeholders affected are informed of lane closures and modified traffic patterns.

Our team will assist in the review of the contractor's proposed traffic control plans and ensure that they comply with the California Manual of Uniform Traffic Control Devices (CA MUTCD) and/or Work Area Traffic Control Handbook (WATCH) manual. Furthermore, we will ensure that all plans are minimally impactful to the traveling public and cause as few disruptions as possible.

The Anser team is well-trained and familiar with all MUTCD and WATCH manual traffic control requirements. We will verify that traffic control is established for safe and efficient delivery and work. Traffic control review is to be performed daily prior to work start and during work hours as needed. Control should be in accordance with the Contract Documents and all other applicable standards. Traffic control devices are to be well maintained on a continual basis and replaced as needed. Proper signage and consistent and clear communication will be used to notify the local businesses, schools, and residents of the status and parking location(s).

Item 2.10 Project Records



All tracking control and documentation procedures outlined in the pre-construction phase will be initiated and maintained. Before implementation, each procedure will be presented and reviewed by the City and modified to fit City criteria:

- Monitor the contractor's development and implementation of safety programs, which comply with all federal, state, municipal, and local laws, rules, and regulations.
- Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted as required by the contract documents in the presence of the required personnel and that the contractor maintains adequate records.
- Accompany visiting inspectors representing the public or other agencies having jurisdiction over the work, record the outcome of these inspections, and report to the City.
- Transmit to the contractor, designer and the City's clarifications and interpretations of the contract design or contract documents.
- Consider and evaluate the contractor's suggestions for modification to the contract documents and report them with recommendations to the City.
- Maintain electronic or paper files and correspondence at the job site field office or on a tablet or laptop.
- Keep an electronic log and record hours on the job site, weather conditions, staff levels, data relative to extras or deductions, list of inspections, visitors, daily activities, conversations related to specific work elements, decisions, observations in general, and specific observations related to the Quality Control/ Assurance Plan as prepared by the City's subconsultants.
- Record names, addresses, and telephone numbers of contractors, subcontractors, and major suppliers of materials and equipment.

PHASE 3. POST CONSTRUCTION

Item 3.1 Punch List

We will continuously coordinate with all project stakeholders, so we have preliminary and final punch list walks documented that comply with the Construction Contract Documents. Throughout the project, we will communicate efficiently with the Design Consultant so that we have the preliminary and final punch lists prepared and delivered to the Contractor. As the Construction Manager, it is our responsibility to communicate with both the designer and the contractor. We will monitor and ensure that the Contractor addresses all punch list items in compliance with Construction Contract Documents and Design Consultant's comments and recommendations.

Item 3.2 Coordinate Close-Out and Submittal of Final Documents

Operation and Maintenance (O&M) Manuals and Training

In coordination with the Contractor and Design firm, Anser will prepare and submit all O&M manuals and training program documentation and confirm all specified training programs for the City's staff are completed per the contract requirements. The specifications will address the systems and subsystems for which manuals and training are required, the media for these materials, quantity, schedule, formatting standards, and other detailed requirements.

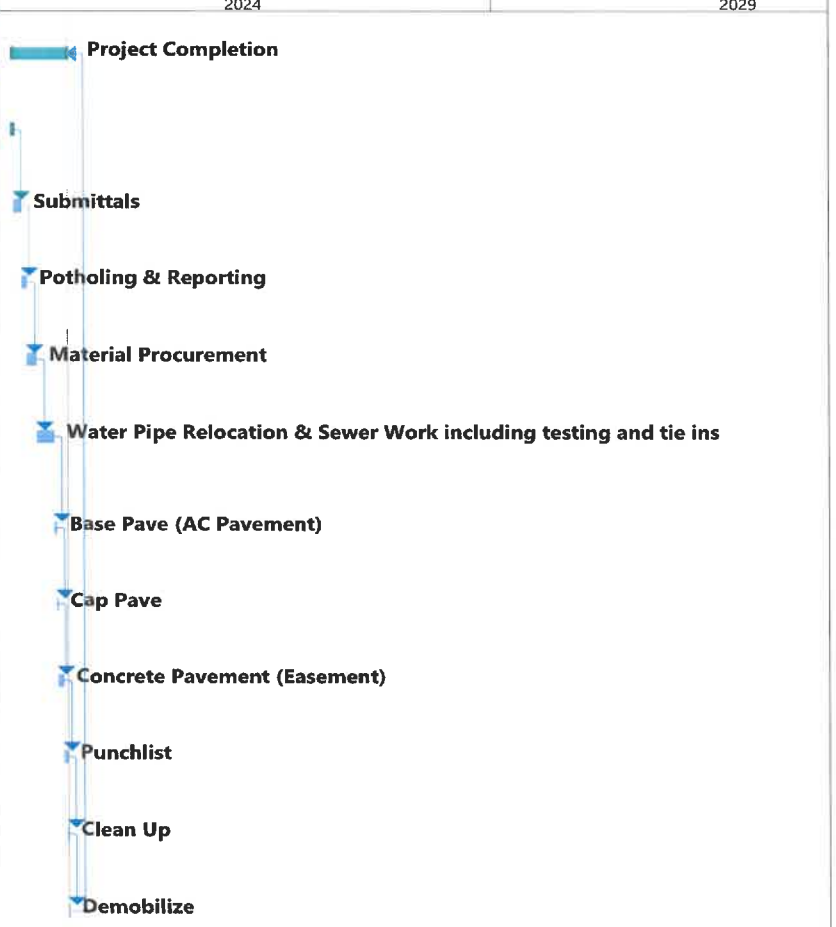
Item 3.3 Final Payment

When the Contractor has notified Anser and has confirmed that all punch list items are complete, we will make a recommendation, in writing to the City, in connection with the final payment to the Contractor. To support this recommendation, Anser will assemble all documents relating to final payment, including retention, unresolved change orders, and unpaid invoices, for approval by the owner. Once approval is received for the final payment, which resolves all outstanding financial obligations with the Contractor, the payment is processed, and the contract is closed. If the Contractor requests any claims or adjustments, the contract cannot be closed until these are completely resolved.

PROJECT SCHEDULE

City of Ontario - Archibald Sewer Diversion Project

ID	Task Mode	Task Name	Duration	Start	Finish
1		Project Completion	143 days	Mon 3/4/24	Fri 9/20/24
2		NTP	1 day	Mon 3/4/24	Mon 3/4/24
3		Submittals	20 days	Tue 3/5/24	Tue 4/2/24
4		Potholing & Reporting	15 days	Wed 4/3/24	Tue 4/23/24
5		Material Procurement	25 days	Wed 4/24/24	Tue 5/28/24
6		Water Pipe Relocation & Sewer Work including testing and tie ins	45 days	Wed 5/29/24	Wed 7/31/24
7		Base Pave (AC Pavement)	7 days	Thu 8/1/24	Fri 8/9/24
8		Cap Pave	2 days	Mon 8/12/24	Tue 8/13/24
9		Concrete Pavement (Easement)	15 days	Wed 8/14/24	Tue 9/3/24
10		Punchlist	10 days	Wed 9/4/24	Tue 9/17/24
11		Clean Up	2 days	Wed 9/18/24	Thu 9/19/24
12		Demobilize	1 day	Fri 9/20/24	Fri 9/20/24



Project:Archibald Sewer Diversi
Date: 12/18/2023

Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

This schedule is for informational purposes only and is subject to change upon selection of a General Contractor

Page 1

CITY OF ONTARIO
CONSTRUCTION MANAGEMENT SERVICES FOR OMUC CONTRACT NO. UT 1016
ARCHIBALD SEWER DIVERSION PROJECT

Construction Project Period by Months

Bid Set Prep and Award | Pre-Con | NTP | Construction Period | Closeout

Allocation	Staff	Role	Feb	Mar	April	May	June	July	August	September	Total Hours	Hourly Rate	Cost
			0	1	2	3	4	5	6	7			
Wallace & Associates Staff													
As-Needed	*Jonathan Smith, PE, QSD*	*Project Manager*	0	1	1	1	1	1	1	1	7	$200	$1,400
As-Needed	*Jeff Schippers*	*Senior Construction Manager*	0	75	75	76	76	76	75	75	528	$165	$87,120
As-Needed	*Michelle Rios*	*Project Admin / Labor Compliance*	0	40	40	40	40	32	32	32	256	$90	$23,040
As-Needed	*To Be Determined*	*Construction Inspector*		25	26	26	26	26	26	25	180	$145	$26,100
		Total of Hours	0	141	142	143	143	135		133	971		$137,660

Total CM Cost $137,660

1. Fee Schedule Estimate based on Two Hundred (200) calendar day contract time per RFP. Should the schedule change due to circumstances beyond Anser's control, additional costs may be incurred.

2. Geotechnical and Surveying Services are not included in this proposal.

3. If the City determines additional inspection services need, Anser will provide inspections at the rate of $145/hr.

CITY OF ONTARIO
CONSTRUCTION MANAGEMENT SERVICES FOR
OMUC CONTRACT NO. UT 1016
ARCHIBALD SEWER DIVERSION PROJECT
COST PROPOSAL

Scope of Work Tasks		Labor Hours and Rates								TOTAL HOURS	LABOR COST
		Principal in Charge Jonathan Smith, PE		Construction Manager / Inspector Jeff Schippers, CCM		Project Administrator / Labor Compliance Michelle Rios		Construction Inspection			
		Rate	$200	Rate	$165	Rate	$90	Rate	$145		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Phase 1 Preconstruction:											
Item 1.1	Contract Document Review, Pre-construction Site Photos and Video	0	$ -	27	$ 4,455					27	$ 4,455
Item 1. 2	Document Control Procedures, Coordination with City Staff:			27	$ 4,455	2	$ 180	0	$ -	29	$ 4,635
Item 1.3	Pre-Construction Meeting:	1	$ 200	8	$ 1,320	2	$ 180	0	$ -	11	$ 1,700
Item 1.4	Preliminary Utility Coordination:			40	$ 6,600					40	$ 6,600
Phase 2 Construction:											
Item 2.1	On-Site Construction Management & Coordination:	4	$ 800	30	$ 4,950					34	$ 5,750
Item 2.2	Scheduling and Progress Meetings:			27	$ 4,455	16	$ 1,440	0	$ -	43	$ 5,895
Item 2.3	Change Order Management:			27	$ 4,455					27	$ 4,455
Item 2.4	Requests for Information (RFIs):			27	$ 4,455	16	$ 1,440	0	$ -	43	$ 5,895
Item 2.5	Submittal Management:			27	$ 4,455	16	$ 1,440	0	$ -	43	$ 5,895
Item 2.6	Claims Management:	2	$ 400	27	$ 4,455					29	$ 4,855
Item 2.7	Weekly Resident Engineer Report:			27	$ 4,455	16	$ 1,440	0	$ -	43	$ 5,895
Item 2.8	Schedule of Values and Progress Pay Estimates:			27	$ 4,455	16	$ 1,440	0	$ -	43	$ 5,895
Item 2.9	Safety Program and Traffic Control Plan:			27	$ 4,455		$ -		$ -	27	$ 4,455
Item 2.10	Project Records:			27	$ 4,455	168	$ 15,120	0	$ -	195	$ 19,575
Phase 3 Post Construction:											
Item 3.1	Final Inspection and Punch List:			27	$ 4,455	1	$ 90	0	$ -	28	$ 4,545
Item 3.2	Coordinate Close-Out and Submittal of Final Documents:			27	$ 4,455	2	$ 180	0	$ -	29	$ 4,635
Item 3.3	Final Payment:			27	$ 4,455	1	$ 90	0	$ -	28	$ 4,545
As-Needed Services											
1	Allowance for field inspection on an as-needed basis							180	$ 26,100	180	$ 26,100
2	Allowance for the Project Manager to use for unknown tasks			72	$ 11,880						$ 11,880
	Total Hours	7		528		256		180		971	
	Sub-Total Labor Cost		$1,400		$87,120		$23,040		$26,100		$137,660
	TOTAL LABOR COST										$137,660

5. OTHER INFORMATION

SIMILAR PROJECT EXPERIENCE

UT1046 SAN ANTONIO TRANSMISSION WATER MAIN

Ontario, CA

Anser provided construction management and inspection services for the UT1046 San Antonio Transmission Water Main project. The construction took place in the City of Upland along 8th Street, between San Antonio Avenue and South Fern Avenue. The work consisted of the installation of approximately 85 linear feet of 60-inch diameter steel casing, approximately 60 linear feet of 48-inch diameter steel casing, approximately 200 linear feet of 30-inch diameter CML&C WSP and approximately 1,290 linear feet of 36-inch diameter CML&C WSP potable water transmission main; ground improvements by permeation grouting, including subsurface investigations, installation of water appurtenances connections to existing pipelines; pipeline abandonments and removals, temporary water supply line (highline); implementation of traffic control during construction, pavement repair, grinding and overlays, and striping restoration.





UT1050 ONTARIO RANCH PHASE 2 WATER MAIN IMPROVEMENT PROJECT

Ontario, CA

Anser provided construction management and inspection services for the UT1050 Ontario Ranch Phase 2 Water Main Improvement Project. The construction took place in the City of Ontario along Grove Avenue between Eucalyptus Avenue and Chino Avenue and Chino Avenue between Grove Avenue and the Chino Avenue Bridge (Cucamonga Creek). The work consisted of the installation of approximately 7,900 linear feet of 30-inch diameter CML&C WSP water main , and 8,600 linear feet of 18-inch diameter CML&C WSP water mains and a Pressure Reducing Station; installation of water appurtenances; connections at various street intersections; implementation of traffic control during construction, temporary paving, pavement repair and street restoration.

UT1043 WATER MAIN IMPROVEMENT PHASE 2 DIR#105419 PROJECT

Ontario, CA

This project consisted of the installation of approximately 22,474 linear feet (LF) of 8-inch diameter ductile iron pipe and approximately 4,018 LF of 12-inch diameter ductile iron pipe on various roads and streets around the City of Ontario. Other elements of this project included the installation of water appurtenances; installation of water service laterals and connection to new water meters; making multiple water main connections at various street intersection; implementation of traffic control during construction; installation of cathodic test stations (CTS), abandonment of existing waterline in place as well as pavement repair and street restoration.

CITY OF ONTARIO
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PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND KLEINFELDER, INC.

1. Parties and Date.

This Amendment No. **5** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **KLEINFELDER, 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 "**On-Call Material Testing & Geotechnical Engineering Services**" dated **March 7, 2023** ("Agreement").

2.2 Amendment Purpose. The City and **Consultant** desire to amend this Agreement to increase the compensation by **Eighty-Seven Thousand, Nine Hundred Fifty-One Dollars ($87,951)** for a total-not-to-exceed compensation of **One Million, Sixteen Thousand, Four Hundred Eighty-Six Dollars ($1,016,486)** and include additional project specific proposal to the Exhibit A through Exhibit B. This increase in compensation is for the additional scope of work listed in the attached Consultants' Proposal titled "**Geotechnical Engineering and Materials Testing Services for OMUC Contract No. UT 1016 Archibald Sewer Diversion Project**" and dated **December 15, 2023**.

2.3 Amendment Authority. This Amendment No. **5** is authorized pursuant to Section **3.2.4** of the Agreement.

3. Terms.

3.1 Amendment. Section **3.2.1, Exhibit A through Exhibit B** of the Agreement is

hereby amended in its entirety to read as follows:

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 "A"** and **Exhibit "B"** attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million, Sixteen Thousand, Four Hundred Eighty-Six Dollars ($1,016,486)** 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" - 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.

Exhibit "B" – SCHEDULE OF SERVICES is hereby deleted in its entirety and replaced with Attachment B attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. **5**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **5**. From and after the date of this Amendment No. **5**, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **5**.

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. **5**.

3.4 Severability. If any portion of this Amendment No. **5** 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. 5 TO PROVIDE ON-CALL MATERIAL TESTING AND GEOTECHNICAL ENGINEERING SERVICES BETWEEN THE CITY OF ONTARIO AND KLEINFELDER, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 5 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

KLEINFELDER, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

Attachment A

Exhibit "A" - SCOPE OF SERVICES –

Add scope of services proposal "**Kleinfelder Proposal to Provide On-Call Material Testing and Geotechnical Engineering Services for OMUC Contract No. UT 1016 Archibald Sewer Diversion Project**"

December 15, 2023

LZQu@ontarioca.gov
Attn: Luke Zhipeng Qu
Senior Associate Engineer
Ontario Municipal Utilities Company

Subject: Kleinfelder Proposal to Provide Professional Geotechnical and Materials Testing Services for OMUC Contract No. UT 1016, Archibald Sewer Diversion Project

Kleinfelder, Inc. (Kleinfelder) is pleased to submit this proposal to Ontario Municipal Utilities Company (OMUC) for the subject project. We offer OMUC the following benefits, detailed throughout our proposal:



TRUSTED & SEASONED TEAM. Our Team has ***15+ years of direct project experience working with the City of Ontario (City) and OMUC*** on municipal facilities, water infrastructure, and more. We have specifically staffed our Team to include many of the same familiar Kleinfelder personnel that OMUC and the City have worked with on previous projects. These individuals are ready to start work immediately with no learning curve.



LOCAL ONTARIO OFFICE & LABORATORY. Kleinfelder's ***local Ontario Office and Accredited Laboratory is located two miles from OMUC.*** Our local presence provides value to OMUC by being able to dispatch the appropriate staff within minutes of receiving requests, expedite testing turnaround times, eliminate travel time and mileage charges, and providing an elevated level of availability for emergency response.



LOCAL, QUALIFIED STAFFING RESOURCES. Kleinfelder has identified ***local, in-house personnel*** in Southern California for this project. These experts hold multiple professional registrations, certifications, and are cross trained to provide special inspection, materials testing, and geotechnical engineering services on virtually every type of construction project. We also can ***draw upon Kleinfelder's 3,000+ national resources from 100+ offices if needed.***



TRACK RECORD OF PERFORMANCE. Our Team has successfully completed numerous projects throughout Southern California for a variety of municipal clients including OMUC and the City on time and under budget. We will ***continue to work to protect OMUC's interests***, leveraging our trusted abilities in navigating and resolving on-site construction difficulties, issues, and challenges to keep OMUC's projects on schedule and within budget.

Staffing Resources

The ability to perform on this contract is well within the Kleinfelder Team's capacity. Kleinfelder will support this project from our ***local office and full-service testing laboratory in Ontario***, which is fully accredited. Project Manager ***Mr. Dany Hanna, PE,*** Lead Geotechnical/Materials Engineer ***Mr. Eric Noel, PE, GE,*** Lead Materials Testing Task Order Manager ***Mr. Mike Dorsch,*** and Project Specific Lead Inspector ***Mr. Thomas Rebosky*** are fully available to OMUC throughout the project duration. Brief biographies and resumes are provided for these experts in Section 2 of this proposal.

Our Southern California operations include offices and/or laboratories in Ontario, Riverside, Laguna Hills, Cerritos, Los Angeles, and San Diego, with ***340+ qualified engineers, geologists, managers, field, and administrative staff***. Kleinfelder has enjoyed a solid working relationship with OMUC and the City since 2007. ***Under our previous and current contracts with OMUC and the City, we have successfully performed on-call materials testing and geotechnical engineering services for the past six years.*** Providing quality services on time and within scope and budget is Kleinfelder's primary responsibility and commitment to OMUC. Additionally, Kleinfelder has successfully performed $100M+ in services similar to those required for this project for public agencies throughout Southern California.

Proposed Method to Accomplish the Work

Our proposed method to accomplish the work for this project derives from our ***15+ years of experience working with OMUC and the City*** and our detailed review of the scope of services presented in the RFP, Exhibit A. Kleinfelder has successfully executed the scope of services for OMUC, the City, and other local public agencies. We are confident that our Kleinfelder Team presented in this submittal can ***successfully deliver high quality, full service to*** OMUC through the methods, best practices, and technical and management approach presented in Section 3 of this proposal.

Fee Proposal, Other Information, and Certification of Proposal

Kleinfelder has included our approved on-call contract rates for OMUC and the City in Section 4 of this proposal. We have also included our proven approach of completing similar projects on time and within allocated budget in Section 5 of this proposal. The proposal has been signed below by fully authorized representative Mr. Dany Hanna, PE below who is empowered with signature authority to bind the Kleinfelder Team for this project with OMUC. Please contact the undersigned if you have any questions or require additional information.

Sincerely,
KLEINFELDER, INC.

Dany Hanna, PE
Project Manager & Principal-In-Charge
P | 909-657-1723
E | DHanna@kleinfelder.com

2. STAFFING RESOURCES

a. Firm Staffing and Key Personnel

Our team is comprised of knowledgeable, capable, and experienced local professionals who are not only experts with this scope of work, but also have specific knowledge of OMUC standards and procedures. Our organization chart to the right provides a graphic illustration of the members of our project team, their roles and responsibilities, as well as how they will interact with each other.

Brief resumes for each of our key personnel are in the table below. The table also includes their roles and responsibilities for this project. In addition to those specifically listed, Kleinfelder possess a deep bench of talented technical and professional staff to supplement the project team should the need arise.

b. Subcontractors/Subconsultants

Kleinfelder has the in-house capabilities to perform all the services requested in this RFP and thus will not require any subcontractors/subconsultants.



DANY HANNA, PE | Project Manager, Principal-in-Charge, and Primary Point-of-Contact



MBA, Finance; MS, Civil Engineering (Pavement); BS, Civil Engineering; PE-Civil, CA, No. 70996

Mr. Hanna has 22 years of experience as Principal In-Charge, Program Manager, Client Account Manager, and Quality Assurance Manager for multiple agency on-call contracts, including the City, OMUC, RCTD, County of Los Angeles, Caltrans, OCPW, City of Long Beach, and various Southern California agencies. He has a successful history of managing large public agency contracts with numerous task orders occurring simultaneously. Mr. Hanna will be responsible for managing resources to successfully deliver on this project; serve as the Point-of-Contact for OMUC to coordinate and facilitate communication; enforce adherence to the schedule and budget; and resolve any project-related issues.

ERIC NOEL, PE, GE | Lead Geotechnical/Materials Engineer



MS, Geotechnical Engineering; BS, Civil Engineering; PE-Civil, CA, No. 53513; GE, CA, No. 2506

Mr. Noel has 33 years of management and technical experience for numerous on-call geotechnical and materials testing contracts, municipal agencies, and private industry, including management of various geotechnical projects throughout Southern California. His technical expertise includes analyses of shallow and deep foundations, compressible and expansive soils, surcharge fills, slope stability studies, deep excavations and shoring, and liquefaction potential. Mr. Noel has led several on-call contracts with numerous task orders for the City, OMUC, RCTD, City of Industry, County of LA, and various Southern California agencies. Mr. Noel will coordinate and supervise Kleinfelder's engineering services; engineering analyses and review of as-built records; review of testing results; preparation of final reports; and internal technical reviews including quality efforts and final report reviews.

MIKE DORSCH | Lead Materials Testing Task Order Manager



Radiation Safety Officer (RSO) No. 50134; Nuclear Gauge Operator; PMQS Certified

Mr. Dorsch has 16 years of experience providing operational and management support for large-scale construction programs throughout Southern California. He is instrumental in providing task order management and QA/QC oversight for projects involving construction materials testing and special inspection services. He provides project field supervision, field and laboratory report reviews, and technical support to the project team. Mr. Dorsch has led numerous task orders under several on-call contracts for the City, OMUC, Caltrans, County of Riverside Transportation Department, County of Los Angeles, and various Southern California agencies. Mr. Dorsch will be responsible for the daily operations and tasks associated with directing, reviewing, and monitoring work performed by Kleinfelder's Inspectors and Testers on this project.

THOMAS REBOSKY | Project Specific Lead Inspector



Concrete Field Testing Technician, Grade I, ACI; Nuclear Gauge Operator; ICC Soils Special Inspector

Mr. Rebosky has 26 years of experience performing sampling and testing soils, asphalt, and concrete. His experience includes performing observation, testing, documentation, and reporting on work performed by contractors involved in earthwork grading as well as foundations, pavements, utility, and wall construction. As an ACI Concrete Field Technician, his duties include routinely sampling, testing, and making concrete test specimens on concrete placed for slabs-on-grade, pilasters, and other concrete structures. He regularly performs density/moisture tests of soils and pavement materials by use of nuclear density gauge. Mr. Rebosky has worked as a Project Specific Lead Inspector on 10+ projects for OMUC and the City over the past 5 years.

3. PROPOSED METHOD TO ACCOMPLISH THE WORK

Project Understanding

We understand that OMUC is implementing a sewer system capital improvement project on Archibald Avenue (E Francis Street to E Cedar Street) and E Philadelphia Street (S Vineyard Avenue to S Hellman Avenue). The work under this project consists of installation of approximately 2,900 linear feet of 18-inch and 8-inch diameter extra strength VCP and DIP sewer mains; installation of new sewer manholes; modifications of existing sewer manholes, laterals reconnections, connections to existing sewer systems at various street intersections; flow management to maintain existing sewer service; implementation of traffic control during construction; concrete and asphalt concrete pavement repair and street restoration as described in the project plans and specifications. Additionally, the project includes relocating approximately 250 linear feet of 12-in steel water pipe cement mortar lined and wrapped to a depth of approximately 2-feet below existing alignment, including highline for water services, reconnecting water services, valves, appurtenances, and pavement and concrete restoration. Our services will consist of attending a pre-construction meeting, providing field inspections and testing during the construction phase, reviewing mix design submittals, preparing a project close-out report, and performing any miscellaneous testing requested by OMUC. The construction duration for the project is estimated to be 200 calendar days and includes night work in the easements west of Archibald Avenue.

Kleinfelder's team recognizes the challenges of working in an on-call, as-needed environment, and the importance of providing the just-in-time appropriate staff for the job. Kleinfelder has several proven approaches and systems in place to track staffing, availability, and help ***ensure the OMUC will receive exceptional services, the moment it is needed.***

Technical & Management Approach

PROJECT MANAGEMENT AND CONTROLS



Kleinfelder's success in managing this project will depend on our ability to provide oversight, direction, and regular communication with OMUC and to use the available project management (tracking and scheduling) tools to stay abreast of budgets and schedules. Kleinfelder's Project Manager Mr. Dany Hanna will maintain regular contact with OMUC's designated lead in order to anticipate potential needs for Kleinfelder's services and to ***provide prompt execution of task assignments***. Mr. Hanna will exercise control of the project using the following mechanisms to maintain on-time performance of the job tasks and high quality of the deliverables.

Project Staffing. Our Project Manager will assemble a project-specific team with the responsibility to review the work plan, project plans, and specifications. These personnel will be introduced to OMUC's staff at a kickoff meeting. A kickoff meeting or teleconference will be held initially between OMUC's designated Project Manager and lead inspector, general contractor representatives, Kleinfelder's Project Manager, and key professionals, as necessary. The purpose of this meeting is to verify that associated parties have a clear vision of the project goals, deliverables, and timelines required from the outset.

"...Kleinfelder's in-house materials laboratory is a great resource to perform various tests that cannot be performed in the field materials laboratory. Often, these test services are requested with short notice and are critical to the progress of the Contract. Kleinfelder has always performed well under these circumstances."

Edward Fitzgibbon,
Caltrans Senior Resident Engineer

Work Plans. Kleinfelder's Project Manager will develop a Work Plan that will define the goals and objectives of the project and a work breakdown structure (WBS) of subtasks will be developed based on the scope of services for the project. Using the WBS and project milestones, a schedule will be developed and if requested, can be submitted to OMUC for review and comments.

Project Meetings and Technical Briefings. We anticipate the need to attend meetings and technical briefings with OMUC during the course of the project to discuss field conditions, testing programs, preliminary findings, and other issues as individual task assignments may warrant. Minutes of internal team coordination meetings will be recorded and provided to OMUC when issues are identified that may impact the project milestones and budget.

Progress reports can be prepared monthly for submittal to OMUC and can also be communicated more frequently by telephone between the Kleinfelder and OMUC's project managers. We anticipate submitting progress reports with our monthly invoices, if requested by OMUC. Monthly reports prepared for similar projects typically include a description of the work performed or completed during the invoice schedule, appropriate changes to the schedule, task budget expended, and task budget remaining.

Kleinfelder reviews project progress on a weekly basis and will develop and implement corrective actions immediately upon identification of a scheduling conflict or delayed task/assignment. Adjusted scheduling information will be entered into the tracking software and schedule updates will be prepared.

Quality Control, Quality Assurance, Technical Expertise. An important aspect of ***Kleinfelder's ability to provide reliable service is in our proactive quality control and quality assurance program***. An in-house, well-established review process is employed for technical reports, design drawings/specifications, and bidding documents. A Senior Review Team is assigned to projects to review our work scope and project

deliverables for conformance to project requirements, standards of practice, and client expectations. Our Senior Review Team will review technical adequacy and scope compliance of draft and final documents prior to submittal to OMUC, and materials testing reports will be signed off by a licensed Civil Engineer registered in the State of California, if requested by OMUC.

Proactive Communication	Engage with OMUC and the project team during construction phases to understand the project and OMUC's needs Establish lines of communication
Knowledge	Utilize our Senior Review Team Apply knowledge and experience to assist the project team Early notification of potential problems
Value	Always focus on project schedule, budget, and quality Anticipate issues and out-of-scope items to avoid delays and change orders Continuously improve processes

Management Tools. Kleinfelder uses information management systems to track weekly project labor and work element progress in terms of projected and actual costs. For budget control, Kleinfelder uses Deltek to track project budgets, and each Kleinfelder Project Manager has access to updates on the project budget and expenditure information from their personal computers. A work breakdown structure is established, dividing projects into tasks that are allotted a budget. Project cost information is updated weekly as timesheets are entered. Using this information, Kleinfelder's Project Manager can assess the percent of budget expended on a particular task for comparison to the percent of actual work completed.



Our staff's ability to observe multiple aspects of a project from start to finish will maintain continuity through the construction process helping OMUC demonstrate consistency in materials testing and inspection.



Our depth of qualified resources enables us to be highly responsive to project needs and meet short-notice construction schedules/deadlines helping OMUC avoid delays or claims.



Our in-house multi-certified testers and inspectors will increase efficiency and provide cost savings for OMUC.



Our Health and Safety Manager and inspectors will ensure compliance with federal, state, and local safety guidelines for our staff, thereby minimizing the risks associated with construction projects.

Proven Process to Deliver our Services

We understand that each project as well as OMUC's needs and objectives are unique, therefore this six-step process only provides a basic framework and can be modified accordingly. We anticipate utilizing the following process to successfully deliver to OMUC on this project.

Step 1: Attendance of the Pre-Construction Meeting



Our Project Manager and Project Specific Lead Inspector will attend the pre-construction meeting and meet with the contractor and OMUC's representatives to initialize the project expectations, construction phasing, schedule, and project requirements. Communication controls and expectations will be clearly outlined for future activities. The primary goal is to have a mutual understanding of OMUC's expectations of Kleinfelder and the conduct of the construction activities. ***With a clear understanding of the expectations, unanticipated changes and surprises can be dramatically reduced.*** At this time, we will review project plans and specifications to evaluate the intended scope of services, prepare a work breakdown structure, and provide alternatives for consideration.

Step 2: Identification of Construction Schedule

The construction schedule will have a large impact on the requirements and duration of our services. It is important, both from a scheduling and accounting standpoint, to have an agreed-upon schedule and budget to follow and measure. These elements will ***help us to provide OMUC with progress benchmarks***, both from a financial and construction viewpoint. Our Project Manager and Project Specific Lead Inspector will meet to thoroughly review the construction schedule and bring any questions or concerns to the attention of OMUC's staff.

Step 3: Review of Mix Designs & Submittals

Prior to the start of construction, our Project Manager will request copies of mix designs and submittals for the construction materials intended to be used on the project. A review of these mix designs and submittals will be performed against the applicable Greenbook specifications as well as the project plans and specifications to determine compliance of the materials for their intended use on the project. A summary of findings letter will be drafted and signed by a licensed Civil Engineer registered in the State of California and distributed to OMUC's team. We anticipate providing mix design reviews for asphalt concrete and Portland cement concrete for this project.

Step 4: Field Inspections and Testing

We understand that the scheduling of testing, inspections, and providing results to OMUC's team in a timely manner is essential. Once notified with a time and location where our Project Specific Lead Inspector will be required by the OMUC team, our centralized Kleinfelder dispatch team will schedule the Project Specific Lead Inspector for assignment. The inspector will become intimately familiar with the project documents and will ***maintain a complete log of field inspection and testing reports*** which will document records of time and work performed. They will review safety protocols and safe work practices for each activity and will participate in daily safety tailgate meetings prior to the start of work. Our inspector will ***maintain an active and professional relationship with OMUC's Project Manager, Inspectors, Construction Management Consultant, and the Contractor***.

Once on the jobsite, our multi-certified Project Specific Lead Inspector will check in with OMUC's onsite representative and perform the following full time/as-needed field inspections and testing:

Subgrade and Aggregate Base – Utility Trench Backfill & Compaction Testing

Our field personnel will verify that exposed subsurface conditions are as anticipated and that fill material is placed in lifts of suitable thickness, properly moisture-conditioned, and adequately compacted. We will provide as-requested observation and testing services for backfilling of excavations resulting from utility activities. Compaction testing will be performed in general accordance with the project plans and as recommended in the project geotechnical report. Field compaction testing will be performed using a nuclear density gauge and periodically by use of the sand cone method. Our Project Specific Lead Inspector will collect samples of the fill materials and deliver them to our laboratory for testing. All laboratory testing and field compaction testing will be performed in accordance with the project specifications under the direction of a Professional Engineer, licensed in the State of California.

Asphalt Concrete Sampling and Testing

Prior to placement of asphalt concrete, our Project Specific Lead Inspector will observe the asphalt tack coat placed to determine it has set sufficiently. During placement of asphalt concrete, our inspector will review batch tickets from each truck to confirm the proper mix is delivered, and will observe placement of the asphalt, obtain composite samples for laboratory testing, and monitor mix temperatures. After compaction efforts are completed, our inspector will perform density testing utilizing a nuclear gauge in accordance with the appropriate test standard to assist the contractor in their determination of rolling patterns and to determine the in-place relative compaction of the asphalt pavement.

Portland Cement Concrete (PCC) Sampling and Testing

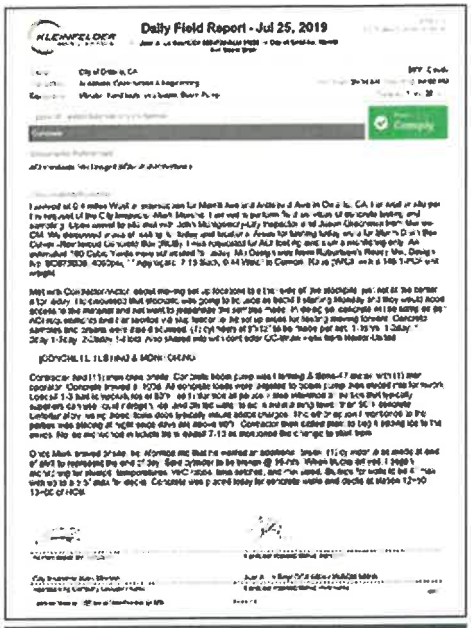
During placement of fresh concrete, slump, temperature tests, and specimens will be cast by our Project Specific Lead Inspector for compressive strength testing in accordance with the project specifications and local jurisdiction requirements. Concrete specimens will be picked up and delivered to our local laboratory after the initial on-site curing period. Concrete batch tickets for concrete placed will be monitored during placement for mix compliance verification.

Daily Field Report Submittal

Daily field reports and test results will be logged and provided to OMUC's onsite representative each day for review and signature and delivered to Kleinfelder's Project Manager at least on a weekly basis, or daily when time-critical items are identified for immediate resolution. The daily field reports are reviewed for quality conformance with Kleinfelder's written guidelines for field documentation. Our Project Specific Lead Inspector will maintain a list of non-compliance issues and track resolution of these items. In addition, our inspector will document and track re-inspection and re-testing daily, so that OMUC may back-charge the contractor for these additional costs, if desired.

Step 5: Laboratory Testing

100% of laboratory testing for this project will be performed in our fully accredited local Ontario laboratory, which is just minutes away from the project location. Laboratory testing and analysis will be performed by technicians certified for the test methods required. Our laboratory manager reviews the data and distributes a typed report with results of testing, indicating whether the material did or did not meet the requirements of the project


Daily Field Report - Jul 25, 2019

Sample daily field report.


Kleinfelder inspector performing sand cone testing.


Placing HMA Overlay.


Kleinfelder's Ontario Laboratory

specifications. Laboratory test reports will be forwarded electronically to OMUC's representative and designated team members within 24 hours of testing, and hard copies can be provided upon request. OMUC's representatives and Kleinfelder's Project Manager will be notified immediately if a sample fails to meet specifications so that an alternate plan may be implemented. Our local Ontario laboratory meets and exceeds the ASTM E-329 requirements for facility, personnel, equipment, quality system, procedures, management of records, and reporting. Our compliance with ASTM E-329 accreditation and license requirements is verified by the following local, state, and national agencies and organizations:

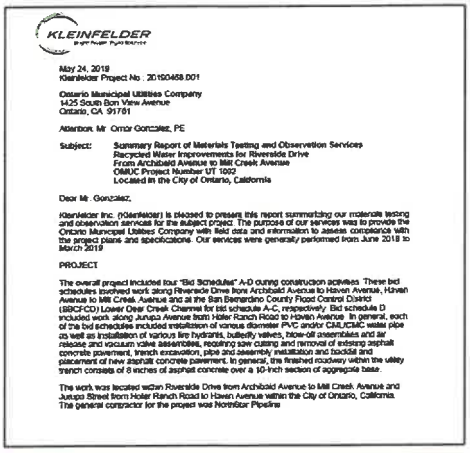
CERTIFYING AGENCY	ACCREDITATION
Caltrans	✓
City of Los Angeles	✓
American Association of State Highway and Transportation Officials (AASHTO)	✓
US Army Corps of Engineers (USACE)	✓
Department of Health Care Access and Information (HCAI) (Formerly OSHPD)	✓
Department of General Services (DGS)	✓
Division of State Architect (DSA)	✓
National Institute of Standards and Technology (NIST)	✓
Metropolitan Transportation Agency (LA Metro)	✓
Cement & Concrete Reference Laboratory (CCRL)	✓
American Society for Testing and Materials (ASTM) E329	✓

Step 6: Reporting and Project Punchlist/Close-out Report

We will provide your onsite representatives and other designated team members with a copy of results, including:

- Daily field reports (daily)
- Daily test results performed in the field (daily)
- Project memos or clarification requests (as needed)
- Budget status reports (weekly or monthly)
- Any unusual or unanticipated activity or observations (as observed)

Laboratory test reports will be forwarded electronically to OMUC's representative and designated team members within 24 hours of testing. A complete project close-out report will be prepared for materials testing and inspection, summarizing the observations and testing made in the field and laboratory, and providing conclusions for suitability and recommendations. ***This project close-out report will include an appendices' section which will be comprised of a complete log in chronological order documenting field inspection and testing reports*** for the duration of the project.



KLEINFELDER

May 24, 2019
Kleinfelder Project No.: 20150468.001

Ontario Municipal Utilities Company
1425 South Bon View Avenue
Ontario, CA 91761

Attention: Mr. Omar Gonzalez, PE

Subject: Summary Report of Materials Testing and Observation Services
Recycled Water Improvements for Riverside Drive
From Archibald Avenue to Mill Creek Avenue
OMUC Project Number UT 1002
Located in the City of Ontario, California

Dear Mr. Gonzalez,

Kleinfelder Inc. (Kleinfelder) is pleased to present this report summarizing our materials testing and observation services for the subject project. The purpose of our services was to provide the Ontario Municipal Utilities Company with field data and information to assess compliance with the project plans and specifications. Our services were generally performed from June 2018 to March 2019.

PROJECT

The overall project included four "Bid Schedules" A-D during construction activities. These bid schedules involved work along Riverside Drive from Archibald Avenue to Haven Avenue, Haven Avenue to Mill Creek Avenue, and at the San Bernardino County Flood Control District (SBCFCD) Lower Deer Creek Channel for bid schedule A-C, respectively. Bid schedule D included work along Jurupa Avenue from Hofer Ranch Road to Haven Avenue. In general, each of the bid schedules included installation of various diameter PVC and/or CML/CMC water pipe as well as installation of various fire hydrants, butterfly valves, blow-off assemblies and air release and vacuum valve assemblies, requiring saw cutting and removal of existing asphalt concrete pavement, trench excavation, pipe and assembly installation and backfill and placement of new asphalt concrete pavement. In general, the finished roadway within the utility trench consists of 6 inches of asphalt concrete over a 10-inch section of aggregate base.

The work was located within Riverside Drive from Archibald Avenue to Mill Creek Avenue and Jurupa Street from Hofer Ranch Road to Haven Avenue within the City of Ontario, California. The general contractor for the project was Hornitzer Pipeline

Sample project close-out report







"Kleinfelder's staff has continually demonstrated a commitment to high quality service, while maintaining a high standard of professionalism and ethics. Kleinfelder's services are provided with a high degree of care and personal attention, with the objective of producing quality projects on-time and in a cost-effective manner. Kleinfelder's deliverables met the City's high expectations for completeness and readability, which could not have been achieved without your staff's hard work and sometimes long hours."

Gills Monroe, City of Long Beach
Chief Construction Inspector (retired)

4. FEE PROPOSAL

Kleinfelder has reviewed the scope of services presented in the RFP, Exhibit A. Kleinfelder's Fee Proposal below includes our contract approved hourly billing rates, a breakdown of components under each task, estimated fee, and project assumptions.

KLEINFELDER'S FEE PROPOSAL CITY OF ONTARIO Professional Geotechnical & Materials Testing Services for OMUC Contract No. UT 1016 Archibald Sewer Diversion Project			
Description & Breakdown of Components	**Number of Hours/Units**	**Hourly Billing Rates**	**Estimated Fee**
ITEM 1: PRE-CONSTRUCTION MEETING			
Project Manager Attendance at Pre-Construction Meeting	2	$200	$400
Project Specific Lead Inspector Attendance at Pre-Construction Meeting	2	$138	$276
		Subtotal for Item 1	**$676**
ITEM 2: FIELD INSPECTIONS & TESTING			
Onsite Testing Services (Soil/Aggregate Base/Asphalt Concrete/PCC)			
55 Total Days @ 8 Hours Each Day	440	$138	$60,720
Laboratory Testing Services (Soil/Aggregate Base/Asphalt Concrete/PCC)			
Modified Proctor	6	$290	$1,740
Sand Equivalent	2	$180	$360
Sieve Analysis, Coarse & Fine	1	$200	$200
Resistance R-Value	1	$390	$390
Los Angeles Abrasion	1	$240	$240
Coarse Specific Gravity & Absorption	1	$100	$100
Hveem Stability, Without Compaction	3	$220	$660
AC Content by Extraction	1	$260	$260
AC Content by Ignition Oven	2	$190	$380
Gradation of Extracted Aggregate	3	$150	$450
Unit Weight, Hveem Method	3	$370	$1,110
Concrete Compression	5	$40	$200
Project Management/Administrative Services			
Project Manager	34	$200	$6,800
Project Administrator	22	$135	$2,970
		Subtotal for Item 2	**$76,580**
ITEM 3: REVIEW MIX DESIGNS			
Review of Portland Cement Concrete Mix Design (assumed 1 mix used)	2	$200	$400
Review of Asphalt Concrete Mix Designs (assumed 2 mixes used)	4	$200	$800
		Subtotal for Item 3	**$1,200**
ITEM 4: PROJECT PUNCHLIST/CLOSE-OUT REPORT			
Preparation of Project Close-out Report (billed as a lump sum)	1	$1,500	$1,500
		Subtotal for Item 4	**$1,500**
ITEM 5: MISCELLANEOUS TESTING			
10% Allowance for the City Project Manager's Use	1	10%	$7,995
		Subtotal for Item 5	**$7,995**
		TOTAL ESTIMATED COST (ITEMS 1 - 5):	**$87,951**

PROJECT ASSUMPTIONS

1. The contractor will backfill and compact approximately 65 LF of trench to finished grade per 8-hour shift.
2. Rates listed above assume that Prevailing Wage Laws apply to this project.
3. Kleinfelder is not assuming the role of Geotechnical Engineer of Record.
4. Technician rate includes nuclear density gauge and/or sand cone equipment.
5. Traffic control will be provided by the contractor.
6. Access to the site will be provided by the contractor.
7. Overtime services will not be required.
8. Batch plant inspections will not be required.
9. A construction schedule was not provided at the time of this proposal.
10. Kleinfelder will provide services and test results for tasks listed above within 24 - 48 hours.

5. OTHER INFORMATION

Completing Similar Projects on Time Within Allocated Budget

Kleinfelder has a wealth of experience with public works projects and has a long, successful history of providing construction materials testing and inspection, and geotechnical engineering services on public works-related projects on an on-call basis. Over the past 35 years, more than half of Kleinfelder's projects in Southern California have been completed for the public sector. Approximately 90 percent of current projects in our Ontario location are public works-related and performed directly for public agencies or through teaming partners.

Kleinfelder has recently or is currently providing direct relevant construction materials testing and inspection and geotechnical engineering services for governmental agencies in Southern California for the agencies noted below. ***Kleinfelder is a leader in managing and performing on-call materials testing and inspection, geotechnical engineering, and value-added services similar in anticipated project size and scope as this project.*** The following matrix demonstrates key personnel involvement and how Kleinfelder's experience relates to the anticipated scope of work.

CONTRACT NAME & DURATION	KEY PERSONNEL INVOLVEMENT	SIMILAR SCOPE ELEMENTS
City of Ontario, As-Needed Geotechnical Engineering, Materials Testing, and Inspection Services *(2017 – Ongoing)*	• Dany Hanna – Project Manager • Mike Dorsch – Materials Testing TO Manager • Eric Noel – Geotechnical/Materials Engineer • Jeff Waller – Geotechnical Engineer • Anouar Kartite – Materials Engineer • Materials Testers: Thomas Rebosky, Eddie Jabbour, Jeff Diaz, Mike Magana,	• Laboratory testing • Materials testing • Specialty inspection services • Preliminary geotechnical investigations • Review of project plans, specs, and submittals • Geotechnical observations/testing, report prep
City of Industry, On-Call Geotechnical and Environmental Engineering and Construction Support Services *(1991 – Ongoing)*	• Eric Noel – Contract Manager • Jeff Waller - Geotechnical Engineer • Mike Dorsch – QA/QC Manager • Mike Magana – Laboratory Supervisor • Jeff Diaz – Task Order Lead • Materials Testers: Thomas Rebosky, Eddie Jabbour, Scott Morris, Julian Calderon	• Laboratory testing • Materials testing • Preliminary geotechnical investigations • Review of project plans, specs, and submittals • Geotechnical observations/testing, report prep • Geotechnical engineering
County of Riverside Transportation Department, On-Call Highway Geotechnical Engineering, Materials Evaluation and Testing Services *(2013 – Ongoing)*	• Dany Hanna – Contract Manager • Mike Dorsch – QA/QC Manager • Geotechnical Engineers: Eric Noel and Jeff Waller • Materials Testers: Thomas Rebosky, Eddie Jabbour, Jeff Diaz, Dominic Montemayor	• Materials testing • Specialty inspection services • Laboratory testing • Review of project plans & specs • Geotechnical engineering • Review of contractor submittals
Orange County Public Works, On-Call Construction Services Geotechnical Engineering and Materials Testing Services *(2017 – Ongoing)*	• Dany Hanna – Contract Manager • Mike Dorsch – QA/QC Manager • Geotechnical Engineers: Eric Noel and Jeff Waller • Materials Testers: Dominic Montemayor, Jeff Diaz, Mike Magana, Eddie Jabbour	• Materials testing • Geotechnical engineering • Laboratory testing • Specialty inspection services • Review of contractor submittals
County of Los Angeles, As-Needed Materials Testing, Inspection, and Geotechnical Engineering Services, Federally and Non-Federally Funded Projects *(2016 – Ongoing)*	• Dany Hanna – Contract Manager • Mike Dorsch – QA/QC Manager • Anouar Kartite – Materials Engineer • Eric Noel – Task Order Manager • Jeff Waller - Geotechnical Engineer • Inspectors/Technicians: Thomas Rebosky, Mike Magana, Eddie Jabbour, and Jeff Diaz	• Materials testing • Laboratory testing • Specialty inspection services • Geotechnical engineering • Review of project plans & specs • Review of contractor submittals

Experience Working with Public Agencies on Similar Projects

Kleinfelder is a public works project specialist. We understand the critical role public agencies have in delivering on-time, on-budget and within scope. At Kleinfelder, we have the depth of resources and experience in geotechnical engineering, construction inspection, special inspection, and materials sampling and testing to provide you with the requested services for this project. Kleinfelder has the people, the experience, and the standardized procedures in place to provide OMUC with confidence that the requested services are being performed in a technically sound and cost-effective manner. We choose to provide our services to agencies, and rarely work with contractors, avoiding potential conflicts of interest during execution of our agency contracts. We are proud of our successful working relationships with these agencies, including:

LOCAL PUBLIC WORKS AND PUBLIC AGENCY CLIENTS	
City of Ontario	Ontario Municipal Utilities Company
Caltrans Districts 7, 8, 11, and 12	County of Riverside Transportation Department
City of Industry	Los Angeles County Sanitation District
City of Long Beach	Los Angeles County Metropolitan (Metro)
City of Los Angeles	Los Angeles Department of Water and Power
City of Santa Ana	Metropolitan Water District of Southern California
County of Los Angeles	Orange County Sanitation District
County of Orange, Public Works	Orange County Transportation Authority

Proven Techniques, Processes, and Procedures to Deliver Projects on Time and Within Budget

Kleinfelder prides itself on the ability to consistently deliver projects on time and within budget and scope. This is evident by the decades of repeat clients and "sole source" awards to Kleinfelder. ***In the table below, we have included commendations from several relevant contracts/projects.***

Our project management system is designed to support this effort and ensure that the project stays on schedule and on budget. Our Project Manager, Mr. Hanna will keep OMUC informed of Kleinfelder's costs and schedule, and Kleinfelder's project management activities presented represent a systematic effort to plan and execute the work plan on time and within budget.

The key to our success in cost/schedule control is experience and knowledge in what it takes to do the job correctly. We have developed techniques, processes, and procedures that save our clients time and money while delivering high-quality, dependable services. By working efficiently, assigning the proper level of personnel, and closely monitoring schedule and costs throughout a project, we can deliver assignments on time and on budget.

By leveraging the financial and scheduling capabilities of our accounting systems, Kleinfelder's managers effectively execute the work on-time and within budget.

We accomplish this by utilizing highly qualified and experienced personnel and an accounting system database to track project activity and compare actual percent completion against project plan. We utilize our previous experience during all phases of a project to foresee potential issues and work toward addressing them as early as possible. Furthermore, our accounting system operates in real-time, providing timely reporting of all project charges. Our monthly invoices are supported with detailed summaries of project charges and provide budget summaries as needed.

Kleinfelder also utilizes our electronic project accounting system to continuously forecast and schedule staff resources for the project. This automates the procedure for monitoring project costs and allows for real-time feedback on project financial status for all team members and management. Each team member electronically enters his or her time worked on a project daily. The project manager reviews a weekly report listing project labor charges and costs to date. In this way, project costs are monitored weekly, and compared to budget forecasts.

Recent Kleinfelder Commendations

The below table includes recent commendations for Kleinfelder's services provided by multiple local agencies for similar on-call professional geotechnical and materials testing services contracts/projects.

LISTING OF RELEVANT KLEINFELDER COMMENDATIONS	
Contract, Services, and Client	**Commendation**
Bridge Preventative Maintenance Plan (BPMP) Design Project / City of Ontario / Tricia Espinoza, Principal Engineer	"The City has been very satisfied with Kleinfelder's performance on this contract and the level of support and expertise we have received."
Materials Testing & Special Inspection Services / UCSD / Terry Riggs, Principal Inspector – UCSD Facilities Design & Construction	"Kleinfelder has performed excellently since arriving on the project…Kleinfelder has staffed the project with top notch certified special inspectors and field technicians…On a larger scale, Kleinfelder has the resources to accommodate the remote need of the project as well."
Northeast Interceptor Sewer Phase 2A Project / City of Los Angeles / Patrick J. Schmidt	"Exceptional performance while ensuring a high-quality product was delivered on schedule. We also appreciated the commitment, devotion, and professionalism of your entire team."
San Bernardino Justice Center / State of California, Judicial Council of California (JCC), formally the Administrative Office of the Courts (AOC) / Greg Clark, Senior Construction Inspector	"Extend my sincere appreciation for the outstanding performance and professional service that you and the Kleinfelder staff from the field personnel, the lab personnel and the office staff…performed beyond expectation…your team has stepped up to meet the expectations of the Administrative Office of the Courts (AOC)."
On-Call Geotechnical and Materials Testing / City of Long Beach, Mr. Gillis M. Monroe, Construction Services, Officer	"Kleinfelder's services are provided with a high degree of care and personal attention, with the objective of producing quality projects on time and in a cost-effective manner. Kleinfelder's deliverables met the City's high expectations for completeness and readability and could not have been achieved without your staff's hard work and sometimes long hour…Special thanks are extended to…staff, particularly to Roger Khoudessian…for exceptional efforts, professionalism, and excellent team work on our projects."
On-Call Geotechnical Engineering and Environmental Services / City of Los Angeles, Michael Brown, Geotechnical Engineering Manager	"Throughout the duration of their contract with the Department of Public Works, Kleinfelder and its employees' performance have been very professional and responsive. Kleinfelder has consistently provided high quality work with attention to detail and a high level of customer service."
On-Call Geotechnical Engineering and Materials Testing Services / County of Los Angeles, Greg Johnson, Supervising Engineering Geologist III	"Exceptional performance demonstrated in materials testing, field inspection, and consulting while under contract with the County. Kleinfelder's staff has and continues to demonstrate an obligation to high quality services and professionalism. Kleinfelder's engineering professionals have shown competent knowledge across a broad spectrum of projects that incorporated a wide variety of standard and specialty materials including, but not limited to, soil, base material, asphalt and concrete. Kleinfelder has continually produced a quality work product for LACDPW within established deadlines and in a cost-effective manner. Kleinfelder promptly responded to inquiries from the County utilizing sound judgment and Kleinfelder's deliverables met the County's standards for completeness and readability."
On-Call Construction Materials Sampling and Testing Services, Caltrans District 11 / Caltrans, Edward Fitzgibbon, Sr. Resident Engineer	"Kleinfelder's in-house materials laboratory is a great resource to perform various tests that cannot be performed in the field materials laboratory. Often, these test services are requested with short notice and are critical to the progress of the contract. Kleinfelder has always performed well under these circumstances."

Attachment B

Exhibit "B" – Schedule of Services

The services shall be completed within the durations specified below, which beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P.O. Number
-	0	2022 Spring Alley CDBG Pavement Rehabilitaiton Project		$18,440.00	Pending
1.0	1.0	UT 1617-02 Well Abandonment 11, 15 & 17, & 26		$38,317.00	Pending
2.0	2.0	UT1053 - AMI Antenna Project - Phase 1		$66,554.00	Pending
3.0	3.0	Add $400,000 for a NTE of $466,554		$466,554.00	Pending
4.0	4.0	D&C22-012 City Hall Parking Structure		$928,535.00	Pending
5.0	5.0	UT1016 Archibald Sewer Diversion Project		$1,016,486.00	Pending

CITY OF ONTARIO *Agenda Report* **March 5, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Tricia Maruki Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CERTAIN SECTIONS OF CHAPTER 13 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE FLOOD DAMAGE PREVENTION PROGRAM**

RECOMMENDATION: That the City Council consider and adopt an Ordinance amending certain sections of Chapter 13 of the Ontario Municipal Code relating to the City's flood damage prevention program.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Maintain the Current High Level of Public Safety

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

BACKGROUND & ANALYSIS: On February 20, 2024, the City Council introduced an Ordinance amending certain sections of the Flood Damage Prevention Program. The Federal Emergency Management Agency (FEMA) manages the National Flood Insurance Program and publishes maps with flood insurance related information. The City is included in a recent Flood Insurance Rate Map (FIRM) update which automatically prompts a FEMA review of the City's current floodplain ordinance. Based on discussions with FEMA, the proposed Ordinance includes language about Substantial Damage/Substantial Improvement determinations and is compliant with the current California Building Code elevation standards. The proposed Ordinance has been reviewed by FEMA, the City Engineer, and the City Attorney.

ENVIRONMENTAL REVIEW: The Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) for the following reasons: The Ordinance is (1) not a "project" within the meaning of sections 15060(c)(2) and 15060(c)(3) of the State CEQA Guidelines, because it has no potential for resulting in a direct or indirect physical change in the environment; and (2) is exempt under section 15061, subdivision (b)(3), the general rule exemption, because it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CERTAIN SECTIONS OF CHAPTER 13 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE FLOOD DAMAGE PREVENTION PROGRAM.

WHEREAS the City of Ontario by Ordinance Nos. 2109 (1980), 2409 (1988) and 2991 (2014) established the Flood Damage Prevention Program ("Program"), which is codified in Chapter 8-13 of the Ontario Municipal Code; and

WHEREAS the Federal Emergency Management Agency ("FEMA") manages the National Flood Insurance Program and publishes maps with flood insurance related information; and

WHEREAS FEMA undertook a review of the City's current Flood Damage Prevention Program and has notified the City that it is not in compliance with current requirements; and

WHEREAS FEMA has recommended revisions to the City's Program; and

WHEREAS FEMA requires the City to incorporate updated regulations into the Program; and

WHEREAS the City wishes to amend certain sections of Chapter 13 of the Municipal Code to comply with the direction provided by FEMA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are hereby incorporated herein by this reference.

SECTION 2. Amendment. Section 8-13.201 ("Definitions") is hereby revised to read as follows:

"(g) "Base flood elevation" means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).

(h) "Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

(i) "Breakaway walls" means any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they

are used or any buildings to which they might be carried by flood waters. A breakaway wall shall have a safe design loading resistance of not less than ten (10) and no more than twenty (20) pounds per square foot. Use of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions:

(1) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

(2) The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.

(j) “Development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

(k) “Flood” or “flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of flood waters, (2) the unusual and rapid accumulation of runoff of surface waters from any source, and/or (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

(l) “Flood Boundary and Floodway Map” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of flood hazard and the floodway.

(m) “Flood Insurance Rate Map (FIRM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

(n) “Flood Insurance Study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

(o) “Floodplain” or “flood-prone area” means any land area susceptible to being inundated by water from any source (see definition of “flooding”).

(p) “Floodplain management” means the operation of an overall program of corrective and preventive measures for reducing flood damage including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

(q) “Floodplain management regulations” means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state and local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

(r) “Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

(s) “Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as “regulatory floodway.”

(t) “Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long- term storage or related manufacturing facilities.

(u) “Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

(v) “Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

(w) “Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term “manufactured home” also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days. “Manufactured home” does not include a “recreational vehicle.”

(x) “Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for sale or rent.

(y) “Mean sea level” means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

(z) “New construction” means, for floodplain management purposes, structures for which the “start of construction” commenced on after the effective date of a floodplain management regulation adopted by this community.

(aa) “One hundred year flood” or “100-year flood” means a flood which has a one percent (1%) annual probability of being equaled or exceeded. It is identical to the “base flood,” which will be the term used throughout this chapter.

(bb) “Person” means an individual or his agent, firm, partnership, association or corporation, or agent of the aforementioned groups, or this state or its agencies or political subdivisions.

(cc) “Recreational vehicle” means a vehicle which is all of the following:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

(dd) “Remedy a violation” means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this chapter or otherwise determining future similar violations, or reducing federal financial exposure with regard to the structure or other development.

(ee) “Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, and the like.

(ff) “Special flood hazard area (SFHA)” means an area having special flood or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

(gg) “Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or

walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

(hh) "Structure" means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

(ii) "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

(jj) (1) "Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure either:

(i) Before the improvement or repair is started; or

(ii) If the structure has been damaged and is being restored, before the damage occurred.

(2) For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:

(i) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or

(ii) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

(kk) "Variation" means a grant of relief from the requirements of this chapter, which permits construction in a manner which would otherwise be prohibited by this chapter.

(ll) "Variance" means a grant of relief from the requirements of this chapter, which permits construction in a manner which would otherwise be prohibited by this chapter."

(mm) "Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided."

SECTION 3. Amendment. Addition of subsection (5) to subsection (a) of Section 8-13.403 is hereby added to read as follows:

"(5) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses indicate changes in base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available."

SECTION 4. Amendment. Subsection (f) of Section 8-13.403 is hereby added to read as follows:

"(f) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Building Official, in coordination with the Floodplain Administrator, shall:

(1) Require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work to the satisfaction of the Building Official; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.

(2) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, when applicable, to the market value of the building or structure.

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.

(4) Notify the applicant when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial damage."

SECTION 5. Amendment. Subsection (c) of Section 8-13.501 ("Standards of construction.") is hereby amended to read as follows:

"(1) New construction and substantial improvements of any structure shall have the lowest habitable floor, including basement, elevated to at least one (1) foot above the base flood elevation. Nonresidential structures may meet the standards in §8-13.501(c)(3). Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered professional engineer or surveyor, or verified by the community building inspector to be properly elevated. Such certification or verification shall be provided to the Building Official.

(2) New construction and substantial improvement of any structure in Zone AH or AO shall have the lowest floor, including basement, elevated above the highest adjacent grade at least one (1) foot higher than the depth number specified in feet on the FIRM, or at least two (2) feet if no depth number is specified. Nonresidential structures may meet the standards in § 8-13.501(c)(3). Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered professional engineer or surveyor, or verified by the community building inspector to be properly elevated. Such certification or verification shall be provided to the Building Official.

(3) Nonresidential construction shall either be elevated in conformance with §8-13.501(c)(1) or (2) or, together with attendant utility and sanitary facilities:

(i) Be floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to a minimum of one (1) foot above the base flood elevation,"

SECTION 6. Amendment. Subsection (d) of Section 8-13.601 ("Appeal board.") is hereby deleted.

SECTION 7. Amendment. Subsection (a) of Section 8-13.504 ("Standards for manufactured homes.") is hereby amended to read as follows:

"(a) Be elevated so that the lowest floor is a minimum of one (1) foot above the base flood elevation; and"

SECTION 8. Amendment. Subsection (a) of Section 8-13.602 ("Conditions for variance.") is hereby amended to read as follows:

"(a) A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic structure upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure. When the proposed work precludes the structure's continued designation as a historic structure, a variance shall not be granted and the structure and any repair, improvement, and rehabilitation shall be subject to the requirements of the building code in conjunction with the provisions of this Ordinance.

SECTION 9. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held to be invalid, unconstitutional or otherwise struck-down by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more portions of this ordinance might be declared invalid.

SECTION 10. This Ordinance shall be become effective thirty (30) days from its adoption.

SECTION 11. 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 5th day of March 2024.

_____
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. 3271 was duly introduced at a regular meeting of the City Council of the City of Ontario held February 20, 2024 and adopted at the regular meeting held March 5, 2024 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. 3271 duly passed and adopted by the Ontario City Council at their regular meeting held March 5, 2024 and that a summaries of the Ordinance were published on February 27. 2024, and March 12, 2024 in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **March 5, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Recreation & Community Services Prepared By: Danielle Guevara Staff Member Presenting: Nicholas S. Gonzalez, Recreation & Community Services Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: A GRANT APPLICATION FROM OMNITRANS MEASURE I FOR THE ONTARIO SILVER S.T.A.R.S. PROGRAM

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute all documents necessary to apply for and accept a 2-year grant in the amount of $1,519,198 from Omnitrans Measure I for the Ontario Silver S.T.A.R.S. Program.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: After receiving approval from the City Council, the City of Ontario will apply for funding totaling $1,519,198 from Omnitrans through Measure I funding. This funding will be provided for the Fiscal Years 2024-25 and 2025-26. Upon approval, the allocation of $888,844 will be incorporated into the Fiscal Year 2024-25 Budget within the General Fund Grants fund and $630,354 will be added to the Fiscal Year 2025-26 Budget in the General Fund Grants fund. This Agreement requires a cash match of $170,205 from the General Fund, which will be absorbed into the Fiscal Year 2024-25 Adopted Budget.

BACKGROUND & ANALYSIS: The Ontario Silver S.T.A.R.S. (Senior Transportation and Recreation Shuttle) program is an appointment-based service that provides curb-to-curb transportation. The purpose of the program is to provide transportation to and from the Ontario Senior Center and other community centers within the City for senior-focused programming. The previous provider, the West End YMCA, withdrew transportation service in May 2023. To ensure there was no disruption in services, the City of Ontario's Recreation & Community Services Department absorbed operations of the transportation program in June 2023. This was made possible with 2023-24 Measure I funding from Omnitrans, which supports projects enhancing mobility for people with disabilities, seniors, and persons of low income. Currently, Omnitrans is the only other source of public transportation within the city limits. The Ontario Silver S.T.A.R.S. program operates Monday-Friday between 7:30 AM and 4:30 PM.

The 2023-24 grant funds cover the operational costs of two vehicles, two full-time drivers, one part-time driver, and other operations-related expenses. If approved for a second grant cycle, the Recreation & Community Services Department will expand the program to meet the growing demand. Due to the success of the program and high demand among residents, the additional funding will enhance the program's capacity by allowing the Recreation & Community Services Department to purchase two additional vehicles (10-passenger vans with wheelchair lifts) and hire additional drivers, including one full-time and four part-time drivers. The additional full-time grant-funded positions will be temporary, contingent upon continued grant funding. There will be no direct impact to the General Fund.